

LeClairRyan

A Professional Corporation

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Attorneys for Plaintiff, Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

SUPER 8 WORLDWIDE, INC., formerly
known as SUPER 8 MOTELS, INC., a South
Dakota Corporation,

Plaintiff,

v.

KIRPEKAR'S, a Sole Proprietor; and
KUNAL KIRPEKAR, an individual,

Defendants.

Civil Action No. 17-

COMPLAINT

Plaintiff Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc., by its attorneys, LeClairRyan, complaining of defendants Kirpekar's and Kunal Kirpekar, says:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Super 8 Worldwide, Inc., formerly known as Super 8 Motels, Inc., ("SWI") is a corporation organized and existing under the laws of the State of South Dakota, with its principal place of business in Parsippany, New Jersey.

2. Defendant Kirpekar's, on information and belief, is a sole proprietor with its principal place of business at 646 Lake Street South, Long Prairie, Minnesota.

3. Defendant Kunal Kirpekar, on information and belief, is the sole proprietor of Kirpekar's and a citizen of the State of Minnesota, having an address at 646 Lake Street South, Long Prairie, Minnesota.

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 inasmuch as the plaintiff and all the defendants are citizens of different states and the amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.

5. This Court has personal jurisdiction over Kirpekar's by virtue of, among other things, section 17.6.3 of the May 31, 2002 franchise agreement by and between Kirpekar's and SWI (the "Franchise Agreement"), described in more detail below, pursuant to which Kirpekar's has consented "to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey"

6. This Court has personal jurisdiction over Kunal Kirpekar by virtue of, among other things, the terms of a guaranty (the "Guaranty"), described in more detail below, pursuant to which Kunal Kirpekar acknowledged that he is personally bound by section 17 of the Franchise Agreement.

7. Venue is proper in this District pursuant to section 17.6.3 of the Franchise Agreement, inasmuch as that provision contains an express waiver by Kirpekar's of any objection to venue in this District.

ALLEGATIONS COMMON TO ALL COUNTS

The Agreements Between The Parties

8. On or about May 31, 2002, SWI entered into the Franchise Agreement with Kirpekar's for the operation of a 24-room Super 8® guest lodging facility located at 646 Lake Street South, Long Prairie, Minnesota, designated as Site No. 03039-95895-03 (the "Facility"). A true copy of the Franchise Agreement is attached hereto as Exhibit A.

9. Pursuant to section 5 of the Franchise Agreement, Kirpekar's is obligated to operate a Super 8® guest lodging facility for a twenty-year term.

10. Pursuant to section 7 and Schedule C of the Franchise Agreement, Kirpekar's is required to make certain periodic payments to SWI for royalties, system assessments, taxes, interest, reservation system user fees, annual conference fees, and other fees (collectively, "Recurring Fees").

11. Pursuant to section 7.3 of the Franchise Agreement, Kirpekar's agreed that interest is payable "on any past due amount payable to [SWI] under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid."

12. Pursuant to section 3.8 of the Franchise Agreement, Kirpekar's is required to prepare and submit monthly reports to SWI disclosing, among other things, the amount of gross room revenue earned by Kirpekar's at the Facility in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to SWI.

13. Pursuant to section 3.8 of the Franchise Agreement, Kirpekar's agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.8 and 4.8 of the Franchise

Agreement, Kirpekar's agreed to allow SWI to examine, audit, and make copies of the entries in these books, records, and accounts.

14. Pursuant to section 17.4 of the Franchise Agreement, Kirpekar's agreed that the non-prevailing party would "pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this [Franchise] Agreement or collect amounts owed under this [Franchise] Agreement."

15. Effective as of the date of the Franchise Agreement, Kunal Kirpekar provided SWI with a Guaranty of Kirpekar's obligations under the Franchise Agreement. A true copy of the Guaranty is attached hereto as Exhibit B.

16. Pursuant to the terms of the Guaranty, Kunal Kirpekar agreed, among other things, that upon a default under the Franchise Agreement, he would "immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the [Franchise] Agreement."

17. Pursuant to the terms of the Guaranty, Kunal Kirpekar agreed to pay the costs, including reasonable attorneys' fees, incurred by SWI in enforcing its rights or remedies under the Guaranty or the Franchise Agreement.

The Defendants' Defaults

18. Kirpekar's has failed to timely pay Recurring Fees to SWI, in breach of its obligations under the Franchise Agreement.

19. By letter dated February 11, 2015, a true copy of which is attached hereto as Exhibit C, SWI advised Kirpekar's that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$43,418.71 in outstanding Recurring Fees, (b) it had 60 days within

which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

20. By letter dated September 4, 2015, a true copy of which is attached hereto as Exhibit D, SWI advised Kirpekar's that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$64,588.29 in outstanding Recurring Fees, (b) it had 60 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

21. By letter dated November 12, 2015, a true copy of which is attached hereto as Exhibit E, SWI advised Kirpekar's that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$74,533.53 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

22. By letter dated February 8, 2016, a true copy of which is attached hereto as Exhibit F, SWI advised Kirpekar's that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$84,292.19 in outstanding Recurring Fees, (b) it had 60 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

23. By letter dated July 27, 2016, a true copy of which is attached hereto as Exhibit G, SWI advised Kirpekar's that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$94,301.40 in outstanding Recurring Fees, (b) it had 60 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

24. By letter dated November 23, 2016, a true copy of which is attached hereto as Exhibit H, SWI advised Kirpekar's that (a) it was in breach of the Franchise Agreement because it owed SWI approximately \$99,894.37 in outstanding Recurring Fees, (b) it had 60 days within which to cure this monetary default, and (c) if the default was not cured, then the Franchise Agreement might be subject to termination.

25. As of January 3, 2017, the total amount due and owing to SWI from Kirpekar's is \$104,087.30, inclusive of Recurring Fees, plus interest, attorneys' fees, and costs.

FIRST COUNT

26. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 25 of the Complaint.

27. Pursuant to sections 3.8 and 4.8 of the Franchise Agreement, Kirpekar's agreed to allow SWI to examine, audit, and make copies of Kirpekar's financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

28. The calculation of the monetary amounts sought by SWI in this action is based on the gross room revenue information supplied to SWI by Kirpekar's and, to the extent there has been non-reporting, SWI's estimate as to the gross room revenue earned by Kirpekar's.

29. The accuracy of this estimate cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from Kirpekar's.

WHEREFORE, SWI demands judgment ordering that Kirpekar's account to SWI for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility from the inception of the Franchise Agreement through the date of judgment herein.

SECOND COUNT

30. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 29 of the Complaint.

31. Pursuant to section 7 and Schedule C of the Franchise Agreement, Kirpekar's was obligated to remit Recurring Fees to SWI.

32. Despite its obligation to do so, Kirpekar's failed to remit certain of the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$104,087.30.

33. Kirpekar's failure to remit the agreed Recurring Fees constitutes a breach of the Franchise Agreement and has damaged SWI.

WHEREFORE, SWI demands judgment against Kirpekar's for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$104,087.30, together with interest, attorneys' fees, and costs of suit.

THIRD COUNT

34. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 33 of the Complaint.

35. Pursuant to section 7 and Schedule C of the Franchise Agreement, Kirpekar's was obligated to remit Recurring Fees to SWI.

36. Despite its obligation to do so, Kirpekar's failed to pay certain of the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$104,087.30.

37. Kirpekar's failure to compensate SWI constitutes unjust enrichment and has damaged SWI.

WHEREFORE, SWI demands judgment against Kirpekar's for the Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$104,087.30, together with interest, attorneys' fees, and costs of suit.

FOURTH COUNT

38. SWI repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 37 of the Complaint.

39. Pursuant to the terms of the Guaranty, Kunal Kirpekar agreed, among other things, that upon a default under the Franchise Agreement, he would immediately make each payment and perform each obligation required of Kirpekar's under the Franchise Agreement.

40. Despite his obligation to do so, Kunal Kirpekar has failed to make any payments or perform or cause Kirpekar's to perform each obligation required under the Franchise Agreement.

41. Pursuant to the Guaranty, Kunal Kirpekar is liable to SWI for Kirpekar's Recurring Fees due and owing under the Franchise Agreement, in the current amount of \$104,087.30.

WHEREFORE, SWI demands judgment against Kunal Kirpekar for damages in the amount of Recurring Fees due and owing under the Franchise Agreement, together with interest, attorneys' fees, and costs of suit

LeClairRyan
Attorneys for Plaintiff,
Super 8 Worldwide, Inc.,
formerly known as Super 8 Motels, Inc.

By: 

BRYAN P. COUCH

Dated: 1/9/17

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

LeClairRyan
Attorneys for Plaintiff,
Super 8 Worldwide, Inc.,
formerly known as Super 8 Motels, Inc.

By: 
BRYAN P. COUCH

Dated:

1/9/17

Exhibit

A

LOCATION: LONG PRAIRE, MINNESOTA

ENTITY NUMBER: 95895

UNIT NUMBER: 3039

**SUPER 8 MOTELS, INC.
FRANCHISE AGREEMENT**

This FRANCHISE AGREEMENT ("Agreement"), dated MAY 31, 2002, is between **SUPER 8 MOTELS, INC.**, a South Dakota corporation ("we", "our" or "us"), and **KIRPEKAR'S, A SOLE PROPRIETOR** ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

This transaction involves the transfer of an existing Chain Facility at the Location first granted to **LONG PRAIRIE LODGING, INC.**, a Minnesota corporation ("Prior Franchisee") in a Franchise Agreement with us dated **October 6, 1998** (the "Prior Agreement"). You assume and obligate yourself to perform any and all of the obligations (financial and otherwise) of the Prior Franchisee under the Prior Agreement that is not paid or performed as of the date of this Agreement, including without limitation, the obligation to pay any unpaid Royalties, System Assessment Fees or other amounts due us and to correct any uncured defaults other than as expressly superseded by this Agreement. You acknowledge that you must pay a retraining fee to us for updating the Facility's property management information system.

1. **License.** We have the exclusive right to license and franchise to you the distinctive "Super 8" System for providing economy lodging motel services. We grant to you and you accept the License, effective and commencing on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. The License is effective only at the Location and may not be transferred or relocated. You will call the Facility a "Super 8 Motel" and you may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion. You shall not affiliate or identify the Facility with another franchise system, brand, cooperative or registered mark during the Term.

2. **Protected Territory.** We will not own, operate, lease, manage, or license anyone but you to operate a Chain Facility of the same name (Super 8 Motel) in the "Protected Territory", defined in Appendix A, while this Agreement is in effect. We may own, operate, lease, manage, franchise or license anyone to operate any Chain Facility located anywhere outside the Protected Territory without any restriction or obligation to you. We may grant Protected Territories for other Chain Facilities that overlap your Protected Territory. While this Agreement is in effect, neither you nor your officers, directors, general partners or owners of 25% or more of your Equity Interests, may own, operate, lease, manage or franchise any guest lodging facility other than the Facility in the Protected Territory (other than the Facility) unless we or our affiliate licenses the facility. You will use any information obtained through the Reservation System to refer guests, directly or indirectly, only to Chain Facilities. This Section does not apply to any Chain Facility located in the Protected Territory on the Effective Date, which we may renew, relicense, allow to expand, or replace with a replacement Facility located with the same trading area having not more than 120% of the guest

rooms of the replaced Chain Facility if its franchise with us terminated or is not renewed. The Protected Territory fairly represents the Facility's trading area, and you acknowledge that. There are no express or implied territorial rights or agreements between the parties except as stated in this Section. The covenants in this Section are mutually dependent; if you breach this Section, your Protected Territory will be the Location only.

3. Your Improvement and Operating Obligations. Your obligations to improve, operate and maintain the Facility are:

3.1 Improvements. You must select and acquire the Location and the Facility and acquire, equip and supply the Facility in accordance with System Standards for entering conversion facilities. You must begin improvement of the Facility no later than thirty (30) days after the Effective Date. The Facility must score 200 or fewer points (or equivalent) within ninety (90) days after the Effective Date. You must thereafter continue renovation and improvement of the Facility as the Punch List requires and pass any related quality assurance inspection within nine (9) months after the Effective Date. All improvements will comply with System Standards, any Approved Plans, Schedule B and any Punch List attached to this Agreement. Your general contractor or you must carry the insurance required under this Agreement during renovation. If you do not commence or complete the improvement of the Facility by the dates specified in this Section 3.1, or the Facility does not meet the post-transfer quality assurance inspection standard or complete the post-transfer improvements specified in the Punch List after the Effective Date, then we may, in our sole discretion, terminate this Agreement by giving written notice to you. Time is of the essence for the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted.

3.2 Improvement Plans. You will create plans and specifications for the work described in Section 3.1 (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. We will not be liable to you or your lenders, contractors, employees, guests or others on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material modifications to or variations from the Approved Plans require our prior written approval. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

3.3 Opening. You may continue to identify the Facility as part of the System prior to completing the Improvement Obligation.

3.4 Operation. You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance

with the law and System Standards. You will not operate a Food and Beverage service without our prior written consent, except for a complimentary coffee service/continental breakfast in accordance with System Standards. If you do not manage the Chain Facility personally, you must employ a full-time general manager who will be dedicated solely to the Facility. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards. The Facility will accept payment from guests by all credit and debit cards we designate in the System Standards Manual. You may add to or discontinue the amenities, services and facilities described in Schedule B, or to lease or subcontract any service or portion of the Facility only with our prior written consent, which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility.

3.5 Training. If this is your first System franchise, you or one of your principal owners will attend an orientation program as described in Section 4.1. The Facility's initial and any replacement general manager must complete to our satisfaction the manager training program described in Section 4.1, even if you employ other managers for other Chain Facilities who have already received such training. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay all travel, lodging, meals and compensation expenses of the people you send for training programs, tuition, and all travel, lodging, meal and facility and equipment rental expenses of our representatives if training is provided at the Facility.

3.6 Marketing.

3.6.1 You will participate in System marketing programs, including the Directory and the Reservation System. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, outdated or misleading advertising materials if we so request.

3.6.2 The Facility must participate in our Chain-wide Internet marketing activities like other marketing programs. You will discontinue any Internet marketing that conflicts, in our reasonable discretion, with Chain-wide Internet marketing activities. You must honor the terms of any participation agreement you sign for Internet marketing. You shall pay when due any fees, commissions, charges and reimbursements relating to Internet marketing activities (i) in which you agree to participate, or (ii) that we designate as mandatory on a Chain-wide basis, provided that the activities carry aggregate fees per transaction of not more than the sum of the full agent commission specified on Schedule C for sales agents, plus 10% of the Chain's reported average daily rate for the preceding calendar year. We may suspend the Facility's participation in Internet marketing activity if you default under this Agreement.

3.7 Governmental Matters. You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings.

3.8 Financial Books & Records; Audits.

3.8.1 The Facility's transactions must be timely and accurately recorded in accounting books and records prepared on an accrual basis compliant with generally accepted accounting principles of the United States ("GAAP") and consistent with the most recent edition of the Uniform System of Accounts for the Lodging Industry published by the American Hotel & Motel Association, as modified by this Agreement and System Standards. You acknowledge that your accurate accounting for and reporting of Gross Room Revenues is a material obligation you accept under this Agreement.

3.8.2 We may notify you of a date on which we propose to audit the Facility's books and records. You will be deemed to confirm our proposed date unless you follow the instructions with the audit notice for changing the date. You need to inform us where the books and records will be produced. You need to produce for our auditors at the confirmed time and place for the audit the books, records, tax returns and financial statements relating to the Facility for the applicable accounting periods we require under this Agreement and System Standards. If our auditors must return to your location after the first date we confirm for the audit because you violate this Section 3.8.2 or refuse to cooperate with the reasonable requests of our auditors, you must pay us the Audit Fee under Section 4.8 when invoiced. We may also perform an audit of the Facility's books and records without advance notice. Your staff must cooperate with and assist our auditors to perform any audit we conduct.

3.8.3 We will notify you in writing if you default under this Agreement because (i) you do not cure a violation of Section 3.8.2 within 30 days after the date of the initial audit, (ii) you cancel 2 or more previously scheduled audits, (iii) you refuse to admit our auditors for an audit during normal business hours at the place where you maintain the Facility's books and records, or refuse to produce the books and records required under this Agreement and System Standards for the applicable accounting periods, (iv) our audit determines that the books and records you produced are incomplete or show evidence of tampering or violation of generally accepted internal control procedures, or (v) our audit determines that that you have reported to us less than 97% of the Facility's Gross Room Revenues for any fiscal year preceding the audit. Our notice of default may include, in our sole discretion and as part of your performance needed to cure the default under this Section 3.8, an "Accounting Procedure Notice." You must also pay any deficiency in Recurring Fees or other charges we identify and invoice as a result of the audit. The Accounting Procedure Notice requires that you obtain and deliver to us, within 90 days after the end of each of your next three fiscal years ending after the Accounting Procedure Notice, an audit opinion signed by an independent certified public accountant who is a member of the American Institute of Certified Public Accountants addressed to us that the Facility's Gross Room Revenues you reported to us during the fiscal year fairly present the Gross Room Revenues of the Facility computed in

accordance with this Agreement for the fiscal year.

3.9 Inspections. You acknowledge that the Facility's participation in our quality assurance inspection program (including unannounced inspections) is a material obligation you accept under this Agreement. You will permit our representatives to perform quality assurance inspections of the Facility at any time with or without advance notice. The inspections will commence during normal business hours although we may observe Facility operation at any time. You and the Facility staff will cooperate with the inspector performing the inspection. If the Facility fails an inspection, you refuse to cooperate with our inspector, or you refuse to comply with our published inspection System Standards, then you will pay us when invoiced for any reinspection fee specified in System Standards Manuals (which will not exceed \$500) plus the reasonable travel, lodging and meal costs our inspector incurs for a reinspection. We may publish and disclose the results of quality assurance inspections.

3.10 Insurance. You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the Manual. Unless we instruct you otherwise, your liability insurance policies will name Super 8 Motels, Inc., Cendant Finance Holding Corporation and Cendant Corporation, their successors and assigns as additional insureds.

3.11 Conferences. Chain conferences are held on either a chain-wide or regional basis. You or your representative will attend each Chain conference and pay the Conference Fee we set for Chain franchisees, if and when we determine to hold a Chain Conference. The Fee will be the same for all U.S. and Canadian facilities that we franchise. You will receive reasonable notice of a Chain conference.

3.12 Purchasing. You will purchase or obtain certain items we designate as proprietary or that bear Marks, such as signage, only from suppliers we approve. You may purchase any other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

3.13 Good Will. You will use reasonable efforts to protect, maintain and promote the name "Super 8 Motels" and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in, conduct which is unlawful or damaging to the good will or public image of the Chain or System. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners. You will refer any guest that the Facility cannot accommodate to the nearest Chain Facility unless and until the guest expresses a preference for a different lodging facility. You will participate in any Chain-wide guest service and satisfaction guaranty programs we require in good faith for all Chain Facilities.

3.14 Frequent Guest Programs. You recognize that the Super 8 "VIP Card" program is an integral part of the System. You will participate in the VIP Card program and other proprietary frequent guest programs we may require from time to time, subject to compliance with applicable law.

3.15 Facility Modifications. You may materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) only after you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each additional guest room you may add to the Facility over 120 rooms. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

3.16 Courtesy Lodging. You will provide lodging at the "Employee Rate" established in the System Standards Manual from time to time (but only to the extent that adequate room vacancies exist) to our representatives traveling on business, but not more than three standard guest rooms at the same time.

4. Our Operating and Service Obligations. We will provide you with the following services and assistance:

4.1 Training. We will offer hospitality management training, owners orientation training, property opening training, recurrent training and supplemental training.

4.1.1 Management Training. We will offer and a Facility manager (usually the general manager) must complete, preferably before, but no later than 90 days after assuming his or her position, a management training program to our satisfaction unless he or she previously completed this program within three years of his or her start date. The manager must attend management training even if you employ managers at other Chain Facilities who have already received this training. The training program will be held at a location in the United States we designate, will not exceed two weeks in duration and will cover such topics as System Standards, services available from us, and operating a Chain Facility. Any replacement manager of the Facility must complete the training program within this time period. We charge you tuition of \$975 for your first general manager if you open the Facility with our approval and your general manager completes management training within the time periods established under this Agreement. You must pay the tuition then in effect as disclosed in our latest Uniform Franchise Offering Circular ("UFOC"), but not more than \$3,000, if you do not meet these deadlines. For any supplemental or replacement manager, you pay the tuition in effect for the program when your manager attends the program. You must also pay for your manager's travel, lodging, meals, incidental expenses, compensation and benefits.

4.1.2 Owners Orientation Training. If this is your first System franchise, we will offer and you (or a person with executive authority if you are an entity) must attend owners orientation within six months after the Effective Date or within 90 days of the projected Opening Date, whichever occurs first. We will conduct, the owners orientation program to familiarize you with the System, the Chain, and our services. The program will be no longer than three days. We charge you tuition of \$825 if you open the Facility with our approval and attend owner orientation within the time periods established under this Agreement. If you do not open the Facility and attend orientation by such deadlines, you must pay the tuition then in effect for this program as disclosed in our

latest UFOC, but not more than \$3,000. You must also pay your travel, lodging, meals and other incidental expenses.

4.1.3 Property Opening Training. We will provide at the Facility or another agreed location, and your staff must attend, a property opening training program (at our discretion as to length and scheduling) to assist you in opening the Facility. Currently we do not charge tuition for initial property opening training, but could in the future. We may require refresher training if the Facility does not meet Operations Standards. You will pay the cost of any site used if the Facility is not available. You must provide lodging for the trainers at your expense. You must also pay the reasonable travel, meal and out-of-pocket expenses incurred by our trainers for the initial property opening training.

4.1.4 Recurrent Training. We will provide training for you and the Facility's manager if we determine that additional training for franchisees and managers is necessary from time to time. Training will be held at our U.S. training center or other locations. You will pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits and any tuition charge we establish for this program. This training may be held in conjunction with a Chain or regional conference or workshop. If recurrent training is held at your Facility, you must also pay for the trainer's reasonable travel, lodging, meal and out-of-pocket expenses. We may assess you a reasonable charge for course materials.

4.1.5 Supplemental Training. We may offer optional training programs without charge or for reasonable tuition. We may offer, rent or sell to you video tapes, computer discs or other on-site training aids and materials, or require you to buy them at reasonable prices.

4.1.6 Cancellation Fees and Tuition. We may charge you a reasonable cancellation fee if you cancel your training program commitments or reservations within 30 days (or such shorter period as we may specify) before the start of any training program at which you or your representative has a reservation.

4.2 Reservation System. We will operate and maintain (directly or by subcontracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use System Assessment Fees as specified in Schedule C, allocated in our discretion from the Advertising and Reservation Fund, for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. The Facility will participate in the Reservation System, commencing with the Opening Date for the balance of the Term. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties. We will not offer to or accept from callers to our general consumer, toll-free telephone number in the United States reservations for any lodging facilities other than Chain Facilities. We may use funds in the Advertising and Reservation Fund to reimburse our reasonable direct and indirect costs, overhead or other expenses of operating the Reservation System.

4.3 Marketing

4.3.1 We will use System Assessment Fees, allocated in our discretion from the Advertising and Reservation Fund, to promote public awareness and usage of Chain Facilities by implementing

appropriate international, national, regional and local advertising, promotion, publicity, market research and other marketing programs, training programs and related activities, and the production and distribution of System publications and directories of hotels. We will determine in our discretion: (i) The nature and type of media placement; (ii) The allocation (if any) among international, national, regional and local markets; and (iii) The nature and type of advertising copy, other materials and programs. System Assessment Fees may reimburse us or an affiliate for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement the Advertising and Reservation Fund or to advance funds to pay for System marketing activities. We do not promise that you or the Facility will benefit directly or proportionately from System marketing activities.

4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

4.3.3 We may, at our discretion, implement "group booking" programs created to encourage use of Chain Facilities for tours, conventions and the like, possibly for separate fees in addition to the System Assessment Fee, for any resulting group booking accepted at the Facility.

4.3.4 We will publish the Chain Directory. We will supply Directories to you for display at locations specified in the System Standards Manual or policy statements. We will include the Facility in the Chain Directory after it opens if you submit the information we request on time, and you are not in default under this Agreement at the time we must arrange for publication. We may assess a reasonable charge for the direct and indirect expenses (including overhead) of producing and delivering the Directories.

4.4 **Purchasing.** We may offer optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

4.5 **The System.** We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

4.6 **Consultations and Standards Compliance.** We will assist you to understand your obligations under System Standards by telephone, mail, during quality assurance inspections, through the System Standards Manual, at training sessions and during conferences and meetings we conduct. We will provide telephone and mail consultation on matters of Facility operation and marketing through our representatives. We will offer you access to any Internet website we may maintain to provide Chain franchisees with information and services, subject to any rules, policies and procedures we establish for its use and access and to this Agreement. We may limit or deny

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access to any such website while you are in default under this Agreement.

4.7 **System Standards Manual and Other Publications.** We will specify System Standards in the System Standards Manual, policy statements or other publications. We will lend you one copy of the System Standards Manual promptly after we sign this Agreement. We will send you any System Standards Manual revisions and/or supplements as and when issued. We will send you all other publications for Chain franchisees and all separate policy statements in effect from time to time.

4.8 **Inspections and Audits.** We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.8. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.9. You will pay us an "Audit Fee" of \$300.00 when we invoice you for an Audit Fee under Section 3.8. We may increase the Audit Fee on a Chain-wide basis to cover any increases in our audit costs to not more than \$500.00, effective any time after December 31, 2005. Our inspections are solely for the purposes of checking compliance with System Standards.

5. **Term.** The Term begins on the Effective Date and expires on the day prior to the twentieth anniversary of the Opening Date. Some of your duties and obligations will survive termination or expiration of this Agreement. You will execute and deliver to us with this Agreement a notarized Declaration of Franchise Agreement (the "Declaration") in recordable form. We will countersign and return one copy of the Declaration to you. We may, at our option, record the Declaration in the real property records of the county where the Facility is located. The Declaration will be released at your request and expense when this Agreement terminates or expires and you perform your post-termination obligations. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS.

6. **Application and Initial Fees.** We have received from you a non-refundable Application Fee of \$1,000.00. You will pay us a non-refundable Initial Fee in the amount of \$24,000.00, due and payable according to the following schedule: \$12,000.00 will be due and payable when you sign this Agreement, which is fully earned when we sign this Agreement. The remaining \$12,000.00 is secured by a Promissory Note and is due and payable on or before December 13, 2002.

7. **Recurring Fees, Taxes and Interest.**

7.1 You will pay us certain "Recurring Fees" in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States) 15 days after the month in which they accrue, without billing or demand. Recurring Fees include the following:

7.1.1 A "Royalty" equal to five percent (5%) of Gross Room Sales of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

7.1.2 A "System Assessment Fee" as stated in Schedule C to be paid into the Advertising and Reservation Fund, accrues from the Opening Date until the end of the Term, including during suspension periods. Upon 60 days written notice, we may change the System Assessment Fee after the tenth anniversary of the Effective Date to cover costs as described in Schedule C or to cover the



cost of additional services or programs for Chain Facilities. You will also pay or reimburse us for travel and other agent commissions paid for reservations at the Facility and a "GDS Fee" and other fees levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Internet and other reservation systems and networks. We may charge a reasonable service fee for this service.

7.2 "Taxes" are equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Recurring Fees by the jurisdictions where the Facility is located, but not including any income tax, franchise or other tax for our privilege of doing business in your State. You will pay Taxes directly to us when due.

7.3 "Interest" is payable on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid. Interest is payable when you receive our invoice.

7.4 If a Transfer occurs, your transferee or you will pay us a "Relicense Fee" equal to the Initial Fee we would then charge a new franchisee for the Facility.

8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnitee, or the active or passive negligence of any Indemnitee is alleged or proven. You have no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any effect on parties other than you and the complaining party in the matter, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by you in any action or claim arising from your

proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. Your Assignments, Transfers and Conveyances.

9.1 Transfer of the Facility. This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your License is subject to termination when the Transfer occurs. The License is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

9.2 Public Offerings and Registered Securities. You may engage in the first registered public offering of your Equity Interests only after you pay us a public offering fee equal to \$25,000. Your Equity Interests (or those of a person, parent, subsidiary, sibling or affiliate entity, directly or indirectly effectively controlling you), are freely transferable without the application of this Section if they are, on the Effective Date, or after the public offering fee is paid, they become, registered under the federal Securities Act of 1933, as amended, or a class of securities registered under the Securities Exchange Act of 1934, as amended, or listed for trading on a national securities exchange or the automated quotation system of the National Association of Securities Dealers, Inc. (or any successor system), provided that any tender offer for at least a majority of your Equity Interests will be an Equity Transfer subject to Section 9.1.

9.3 Conditions. We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our Application, qualify to be a franchisee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new franchise applicant, pay the Application and Relicense Fees then in effect, sign the form of Franchise Agreement we then offer in conversion transactions and agree to renovate the Facility as we reasonably determine, if the Facility achieves a score of less than "Satisfactory" on its most recent Quality Assurance inspection. We will provide a Punch List of improvements we will require after we receive the transferee's Application. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners,

your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to the transaction will not be effective until these conditions are satisfied.

9.4 Permitted Transferee Transactions. You may transfer an Equity Interest or effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You also must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the Franchise Agreement form then offered prospective franchisees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any Guaranty of this Agreement. You must comply with this Section if you transfer the Facility to a Permitted Transferee. A transfer resulting from a death may occur even if you are in default under this Agreement.

9.5 Attempted Transfers. Any transaction requiring our consent under this Section 9 in which our consent is not first obtained shall be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

9.6 Notice of Transfers. You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

10. Our Assignments. We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

11. Default and Termination.

11.1 Default. In addition to the matters identified in Sections 3.1 and 3.8 you will be in default under this Agreement if (a) you do not pay us when a payment is due, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default, or until any waiting period required by law has elapsed,

or, in the case of quality assurance default, you have acted diligently to cure the default but cannot do so and have entered into a written improvement agreement with us within 30 days after the failing inspection to cure the default within 90 days after the inspection. We may terminate this Agreement if you do not perform that improvement agreement.

11.2 Termination. We may terminate the License, or this Agreement if the Opening Date has not occurred, effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Section 3.1, (2) you discontinue operating the Facility as a "Super 8 Motel", (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose possession or the right to possession of the Facility, (5) you (or any guarantor) suffer the termination of another license or franchise agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, (11) you or any of your Equity Interest owners contest in court the ownership or right to license or franchise all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, or (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests.

11.3 Casualty and Condemnation.

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate the License, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If the License so terminates, you will pay all amounts accrued prior to termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as a transient lodging facility after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority.

11.3.3 The exclusive territory covenants in Section 2 will terminate when you give us notice of any proposed Condemnation or that you will not restore the Facility after a Casualty.

11.4 Our Other Remedies. If you violate your covenant in Section 2, we may reduce the Protected Territory to the Location. We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement or any other written agreement with us relating to the Facility, discontinue Reservation System referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All Reservation System User Fees accrue during the suspension period. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may deduct or assess points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. We may omit the Facility from the Directory if you are in default on the date we must determine which Chain Facilities are included in the Directory. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. We may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. If needed, our consent or approval may be withheld while you are in default under this Agreement or may be conditioned on the cure of all your defaults.

11.5 Your Remedies. If we fail to issue our approval or consent as and when required under this Agreement within a reasonable time of not less than 30 days after we receive all of the information we request, and you believe our refusal to approve or consent is wrongful, you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action shall be your exclusive remedy. We shall not be responsible for direct, indirect, special, consequential or exemplary damages, including, but not limited to, lost profits or revenues.

12. Liquidated Damages.

12.1 Generally. If we terminate the License or this Agreement under Section 11.2, or you terminate the License or this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 30 days following the date of termination, as Liquidated Damages, an amount equal to the sum of accrued Royalties and System Assessment Fees during the immediately preceding 36 full calendar months (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of termination, whichever is less). If the Facility has been open for fewer than 36 months, then the amount shall be the average monthly Royalties and System Assessment Fees since the Opening Date multiplied by 36. You will also pay any applicable Taxes assessed on such payment. Before the Ending Period, Liquidated Damages will not be less than the product of \$2,000.00 multiplied by the number of guest rooms in the Facility. If we terminate this Agreement under Section 3 before the Opening Date, you will pay us within 10 days after you receive our notice of termination Liquidated Damages equal to one-half the amount payable for termination under Section 11.2. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement are not affected.

12.2 Condemnation Payments. If a Condemnation occurs, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in

Section 11.3.2 or until the Condemnation occurs, whichever is longer. If the Condemnation is completed before the one year notice period expires, you will pay us Liquidated Damages equal to the average daily Royalties and System Assessment Fees for the 12 month period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). If the Condemnation is completed after the one year notice period expires you will pay no Liquidated Damages, but the fees set forth in Section 7 must be paid when due until Condemnation is completed.

12.3 Exclusions. The amount of System Assessment Fees used in the computation of Liquidated Damages shall exclude travel agent commissions, airline reservation system charges and related handling charges.

13. Your Duties At and After Termination. When this Agreement terminates for any reason whatsoever:

13.1 System Usage Ceases. You will immediately stop using the System to operate and identify the Facility. You will remove all signage bearing any Marks and follow the other steps detailed in the System Standards Manual for changing the identification of the Facility. You will promptly paint over or remove distinctive System trade dress, color schemes and architectural features. You shall not identify the Facility with a confusingly similar mark or name, or use the same colors as the System trade dress for signage, printed materials and painted surfaces. You will cease all Internet marketing using any Marks to identify the Facility.

13.2 Other Duties. You will pay all amounts owed to us under this Agreement within 10 days after termination. You will owe us Recurring Fees on Gross Room Sales accruing while the Facility is identified as a "Super 8 Motel", including the System Assessment Fees for so long as the Facility receives service from the Reservation System. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may notify third parties that the Facility is no longer associated with the Chain. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility, and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours, and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after termination. You will promptly pay or reimburse us for our cost of removing such items, net of the \$10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you.

13.3 Advance Reservations. The Facility will honor any advance reservations, including group bookings, made for the Facility prior to termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions.

13.4 Survival of Certain Provisions. Sections 3.8 (as to audits, for 2 years after termination), 3.13, 7 (as to amounts accruing through termination), 8, 11.4, 12, 13, 15, 16 and 17 survive termination of this Agreement, whether termination is initiated by you or us, even if termination is wrongful.

14. Your Representations and Warranties. The parties disclaim making or relying upon any representation, promise, covenant, or warranty, express or implied, oral or written, except as expressly stated in this Agreement. You expressly represent and warrant to us as follows:

14.1 Quiet Enjoyment and Financing. You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement.

14.2 This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Facility exists other than this Agreement. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the Franchise Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement.

14.3 No Misrepresentations or Implied Covenants. All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

15. Proprietary Rights.

15.1 Marks and System. You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks,

or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing.

15.2 Inurements. All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.

15.3 Other Locations and Systems. We and our affiliates each reserve the right to own, in whole or in part, and manage, operate, use, lease, finance, sublease, franchise, license (as licensor or licensee), provide services to or joint venture (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location outside the Protected Territory. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, approved supplier lists, franchise sales personnel (or independent franchise sales representatives), etc.

15.4 Confidential Information. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

15.5 Litigation. You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) or any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material.

15.6 The Internet. You may use the Internet to market the Facility subject to this Agreement and System Standards. You shall not use, license or register any domain name, universal resource locator, or other means of identifying you or the Facility that uses a mark or any image or language confusingly similar to a Mark without our consent. You will assign to us any such identification at our request without compensation or consideration. The content you provide us or use yourself for any Internet marketing must be true, correct and accurate, and you will notify us in writing promptly when any correction to the content becomes necessary. You shall promptly modify at our request the content of any Internet marketing material for the Facility you use, authorize, display or provide to conform to System Standards. Any use of the Marks and other elements of the System on the Internet inures to our benefit under Section 15.2.

16. Relationship of Parties.

16.1 Independence. You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

16.2 Joint Status. If you comprise two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

17. Legal Matters.

17.1 Partial Invalidity. If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

17.2 Waivers, Modifications and Approvals. If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective. We may unilaterally revise Schedule C when this Agreement so permits.

17.3 Notices. Notices will be effective if in writing and delivered by facsimile transmission with confirmation original sent by first class mail, postage prepaid, by delivery service, with proof of delivery, or by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party at its address stated below or as may be otherwise designated by notice. The parties may also communicate via electronic mail between addresses to be established by notice. You consent to receive electronic mail from us. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

SUPER 8 MOTELS, INC.:

Our address: 1 Sylvan Way, P.O. Box 278, Parsippany, New Jersey 07054-0278
Attention: Vice President-Franchise Administration; Fax No.: (973) 496-5359

KIRPEKAR'S:

Your address: 2651 US Highway 411 South, Maryville, TN 37801
Attention: Kunal Kirpekar; Your fax No.: 865-977-8822.

17.4 Remedies. Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement.

17.5 Miscellaneous. This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only.

17.6 Choice of Law; Venue; Dispute Resolution.

17.6.1 This Agreement will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey.

17.6.2 The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation through the National Franchise Mediation Program, using the procedures employed by the CPR Institute for Dispute Resolution, Inc. We will provide you with the contact address for that organization. The mediation will be conducted by a mutually acceptable and neutral third party. If the parties cannot resolve the dispute through negotiation or

mediation, or choose not to negotiate or mediate, either party may pursue litigation.

17.6.3 You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.

17.6.4 Waiver of Jury Trial. The parties waive the right to a jury trial in any action related to this Agreement or the relationship between the franchisor, the franchisee, any guarantor, and their respective successors and assigns.

17.7 Special Acknowledgments. You acknowledge the following statements to be true and correct as of the date you sign this Agreement, and to be binding on you.

17.7.1 You received our Uniform Franchise Offering Circular ("UFOC") for prospective franchisees at least 10 business days before, and a copy of this Agreement and all other agreements we are asking you to sign at least 5 business days before, signing this Agreement and paying the Initial Fee to us. You have received our UFOC at least 10 business days before you paid any fee to us or signed any contract with us.

17.7.2 Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement.

17.7.3 This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the License.

17.7.4 You acknowledge that no salesperson has made any promise or provided any information to you about projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the UFOC or in a writing that is attached to this Agreement.

17.7.5 You understand that the franchise relationship is an arms' length, commercial business relationship in which each party acts in its own interest.

{REMAINDER OF PAGE INTENTIONALLY BLANK}

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

WE:
SUPER 8 MOTELS, INC.

By: _____

James D. Darby
Vice President
Franchise Administration

Attest: _____

Assistant Secretary

YOU, as Franchisee:
KIRPEKAR'S

By: _____

Kunal Kirpekar
Owner

Attest: _____

APPENDIX A

DEFINITIONS

Advertising and Reservation Fund or "the Fund" means The Super 8 Advertising and Reservation Fund into which System Assessment Fees are paid. The Fund is under our exclusive control, and shall be used by us for funding and administering, in our sole discretion, the reservation system, the training school, the "VIP Club" credit card program, national and international directories, print and broadcast media advertising, technical and professional advice, consultation and services in connection with advertising, employment of personnel and office expenses for the administration of the Fund, advertising agency commissions, and other advertising or promotional programs we establish to promote the Chain.

Agreement means this Franchise Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Section 3.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for your attendance at a conference for Chain Facilities and their franchisees when and if held.

Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes the "Rules of Operation Manual" and all other System Standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the Reservation System software and applications software.

Declaration means the Declaration of Franchise Agreement you and we sign under Section 5.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Directory means the general purpose directory we publish listing the names and addresses of Chain Facilities, and at our discretion, other Super 8 Motels and Super Suites facilities located outside the United States, Canada and Mexico.

Effective Date means the date that you first take possession of the Facility.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing at the Location on the Effective Date or afterwards.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Gross Room Sales means gross revenues attributable to or payable for rentals of guest rooms at the Facility, including all credit transactions, whether or not collected, but excluding separate charges to guests for Food and Beverage, room service, telephone charges, key forfeitures and entertainment; vending machine receipts; and federal, state and local sales, occupancy and use taxes.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Section 3.

Indemnitees means us, our direct and indirect parent, subsidiary and sister corporations, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6.

License means the non-exclusive license to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

License Year means a one year period beginning on the Opening Date or any subsequent anniversary of the Opening Date and ending on the day preceding the next anniversary of the Opening Date.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at 646 Lake Street South , Long Prairie, MN 56347, as more fully described in Schedule A.

Losses and Expenses means all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Super 8 Motel" and other marks (U.S. Reg. Nos.: 992,721; 1,691,852; 1,686,653; 1,706,143;

1,602,723; 1,343,591, and 1,768,824) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Protected Territory means *an area within a circle created by a 5 mile radius whose centerpoint is the front door of the Facility.*

Punch List means the list of upgrades and improvements attached as part of Schedule B, which you are required to complete under Section 3.

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties, System Assessment Fees, and other reservation fees and charges as stated in Section 7.

Relicense Fee means the fee your transferee or you pay to us under Section 7 when a Transfer occurs.

Reservation System or "Central Reservation System" means the system for offering to interested parties, booking and communicating guest room reservations for Chain Facilities described in Section 4.2.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7.1.1. "Royalties" means the aggregate of all amounts owed as a Royalty.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-

how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Assessment Fee means the aggregate of all fees charged under Section 7.1.2 to pay for the cost of the System's marketing, advertising, Reservation System, training and other services.

System Standards means the standards for the participating in the System published in the System Standards Manual, including but not limited to Design Standards, FF&E Standards, Marks Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Standards Manual means the Rules of Operations Manual, the Trademark Identification Standards Manual and any other manual we publish or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of the License under Sections 11.1 or 11.2 or your termination of the License or this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as franchisee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Super 8 Motels, Inc., a South Dakota corporation, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)

SCHEDULE B**PART I: YOUR OWNERS:**

<u>Name</u>	<u>Ownership Percentage</u>	<u>Type of Equity Interest</u>
Kunal Kirpekar	100%	Owner

PART II: THE FACILITY:

Primary designation of Facility: Super 8 Motel

Number of approved guest rooms: 24

Parking facilities (number of spaces, description): 24.

Other amenities and facilities:.

PART III: DESCRIPTION AND SCHEDULE OF RENOVATIONS TO BE COMPLETED AS THE IMPROVEMENT OBLIGATION:

[Punch List to be attached.]

JUN-11-2002 09:15 AM SUPER8LONGPRAIRIE

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P.04

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FRAN.ADMIN.DEPT.

P.01/04



FRANCHISOR: SUPER 8 MOTELS, INC.

"SCHEDULE A"
PUNCHLIST FOR CHANGE OF OWNERSHIP
MARCH 20, 2002

FACILITY

Super 8 Motel #3039
646 Lake Street South
Long Prairie, MN

TIER
Motel

GUEST ROOMS
24

OWNER/APPLICANT

Kunal Kirpekar
(865) 681-3097

FRANCHISE
ADMINISTRATION
Curt Urban
(973) 496-5061

COMPLETION TIME

All items listed in this punchlist must be completed within 120 days of the effective date of the new License Agreement.



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FRAN. ADMIN. DEPT.

P. 02/04

2

Super 8 Motel #3039
Lake Prairie, MN

All Super 8 Motels are required to be in compliance with all items outlined in the Rules of Operation and Design Manual. Following is a partial, but by no means complete, listing.

- Super 8 Motel exterior signage per Company specifications.
- Landscape upgrades that are professionally designed and executed and approved in advance by the franchisor.
- A SUPER 8 MOTEL showcase in lobby area
- A portable phone at the front desk for manager's use.
- A gas detection system must be installed in each area where gas appliances exist in the property.
- Facilities to assist the handicapped in accordance with Local, State and Federal codes, regulations and ordinances.
- Stairwell(s) and corridor(s) must be equipped with emergency and exit lighting with a backup power source.
- Super 8 Motels, Inc. does not allow restaurant or lounge facilities. Restaurant/lounge space must be renovated for alternative use.
- A Company approved Property Management System (PMS) is required.
- Electronic locks meeting Company specifications are to be installed all guestroom entrance doors.
- Hardwired smoke detectors with a backup system are required. This system may be a battery within the unit or a generator system that is capable of restoring electrical service in case of an outage.
- A safety guard lock (loop bar or chain) or other non-keyed locking device is required.
- Install a self-closing device on all interior guestroom entrance doors.
- A one-way viewer in all guestroom entrance doors.
- A one way, doorknob latch set and a separate, non-keyed, 1" deadbolt lock on all connecting room doors. Operating knobs must be located on room side only with flush plates on inside of doors.
- Minimum 25", remote control televisions are required.
- A minimum of 60% of guestrooms must be prepared and designated as non-smoking rooms.
- Company requires that all properties maintain housekeeping at the highest levels.



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3

Super 8 Motel #3039
Lake Prairie, MN

In addition, the following renovations are required for this site.

GUEST ROOMS/BATHS

Provide 25" color and remote operable televisions.



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P. 04/04

4

Super 8 Motel #3039
Lake Prairie, MN

HANDWRITTEN OR UNAUTHORIZED REVISIONS TO THIS PUNCHLIST ARE NOT VALID AND DO NOT BIND THE FRANCHISOR. ANY AND ALL REVISIONS TO THIS PUNCHLIST MUST BE MADE AND APPROVED BY THE FRANCHISOR'S QUALITY ASSURANCE DEPARTMENT.

This Punchlist identifies items that require action due to meet the Franchisor's standards. The Franchisor does not warrant that completion of the items on this Punchlist will cause the converting facility to be in compliance with any applicable federal, state, local codes, ordinances or regulations. You (and your architect, contractor and engineer, if applicable) are solely responsible for conforming the Facility to the requirements of federal, state and local codes, ordinances and regulations that may apply to your site.

This Punchlist has been prepared on the basis of a random sample inspection of the Facility on the date specified. The owner is responsible for meeting all Franchisor Standards. All repairs, replacements and improvements must cause the item to meet or exceed the Franchisor's standards published in the Standards of Operation and Design Manual.

This Punchlist will be subject to revision at the discretion of the Franchisor if the condition of the facility changes materially or the License (Franchise) Agreement to which this is attached is executed more than 90 days after the date of the Punchlist. Note that ordinary wear and tear, particularly during busy seasons, may result in the need for additional work to meet entry standards of the Franchisor.

This Punchlist is subject to revision by the Franchise Review Committee and should not be considered to be final until the License Agreement for the inspected facility is executed by the Company.

NOTE: Any item on this Punchlist that is not required to be completed prior to the new license agreement will continue to be evaluated for appearance and condition during all Quality Assurance inspections conducted before the date when completion is required.

WAM CO 38
JD



TOTAL P. 04

SUPER 8 MOTELS, INC.
SCHEDULE C
November 2001

The System Assessment Fee is equal to three percent (3%) of Gross Room Sales, and is paid into the Advertising and Reservation Fund. The System Assessment Fee is a recurring, non-refundable payment. All or any part of Fund proceeds received during an accounting period need not be disbursed within that accounting period. Notwithstanding the above, upon 60 days written notice, after the tenth (10th) anniversary of the Effective Date of this Agreement, and at any later times, System Assessment Fee may be increased, in our sole discretion, on a Chain-wide basis to cover costs (including reasonable direct or indirect overhead costs) related to such services and programs or the cost of additional services or programs.

The GDS Fee described in Section 7 is \$4.25 per reservation communicated through the Global Distribution System ("GDS"). Internet-originated reservations carry fees of either (i) \$2.50 per reservation booked through the Chain's website or other Internet sources, or (ii) \$7.00 per reservation booked over the TravelWeb.com Internet booking website. GDS and Internet originated reservations, excluding Travelweb.com, may also carry a commission if the originator qualifies. If a GDS or Internet-originated reservation is canceled by the guest using the same source as was used to make the reservation, you may not be charged the applicable fee.

Agency and other commissions are typically 10% of the Gross Room Revenues generated by each reservation booked by an agency or other qualifying originator, plus our service charge of 0.75% of commissionable revenue. We may raise the commission to up to 15% of Gross Room Revenues from time to time for certain Chain-wide promotions, plus our service charge of 0.75% of commissionable revenue.

By accepting reservations from the GDS, Internet, travel agencies and other intermediaries, you agree to participate in our Central Commission Payment Program and to reimburse us for any fees or commissions we pay to intermediaries and retailers on your behalf. You may elect not to receive reservations via the GDS or Internet by giving us 60 days advance written notice. We will remove the Facility from our Chain Facilities offered through such channels. However, you must pay all fees and commissions incurred for reservations booked through the GDS or Internet before deactivation. You may reactivate the Facility's listing through such channels once, after which you may not deactivate again during the Term of your License.

We also charge you an annual website maintenance fee of \$36.00 to maintain the Facility's web pages on the Chain's website. We may charge additional fees for creating or modifying the Facility's web pages or performing other services related to Internet marketing. We may change the GDS, Internet and agency fees and commissions at any time upon 30 days notice to cover increased charges imposed by these reservation sources and travel intermediaries.

Other Fees.

We will contact you if we receive any guest complaint about you or the Facility, and you will be responsible for resolving the complaint to the satisfaction of the guest. If you do not respond to the guest complaint within 7 calendar days, or if the guest advises us that the proposed resolution was unsatisfactory, you will be charged an assessment of \$50.00, plus the costs we incur to settle the matter with the guest. In addition, if the number of guest complaints per 1,000 occupied roomnights about you or the Facility in a calendar year exceed the "Annual Facility Allotment" we establish, you will be charged an assessment of \$10.00 for each additional complaint received during that year. The above assessments are in addition to any quality assurance penalty points that are assessed against the Facility under System Standards.

GUARANTY

To induce Super 8 Motels, Inc., its successors and assigns ("you") to sign the Franchise Agreement (the "Agreement") with the party named as the "Franchisee," to which this Guaranty is attached, the undersigned, jointly and severally ("we," "our" or "us"), irrevocably and unconditionally (i) warrant to you that Franchisee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue and Dispute Resolution, and Waiver of Jury Trial, applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

WITNESSES:



GUARANTORS:

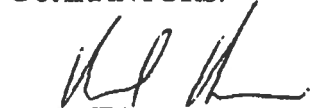

_____(Seal)
Kunal Kirpekar

Exhibit B

GUARANTY

To induce Super 8 Motels, Inc., its successors and assigns ("you") to sign the Franchise Agreement (the "Agreement") with the party named as the "Franchisee," to which this Guaranty is attached, the undersigned, jointly and severally ("we, "our" or "us"), irrevocably and unconditionally (i) warrant to you that Franchisee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Franchisee and notice from you we will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Remedies, Venue and Dispute Resolution, and Waiver of Jury Trial, applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

WITNESSES:



GUARANTORS:

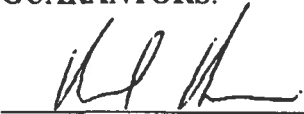

_____(Seal)
Kunal Kirpekar

Exhibit C

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

February 11, 2015

VIA 2 DAY DELIVERY METHOD

Mr. Kunal Sheetal
Kosaa Lodging Inc.
646 Lake Street South
Long Prairie, MN 56347

Re: NOTICE OF MONETARY DEFAULT relating to Super 8® Unit #3039-95895-3 located in Long Prairie, MN (the "Facility")

Dear Mr. Sheetal:


I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated May 31, 2002, as amended, between Kirpedar's, ("you" or "your") and us (the "Agreement"). We write to give you formal notice that you are in default under the Agreement.

The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of February 10, 2015, your account is past due in the amount of \$43,418.71. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have sixty (60) days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Super 8 System.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. We also reserve the right to take any interim steps permitted under the Agreement because of your default.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,


Suzanne Penimore
Senior Director
Contracts Compliance

Enclosure

cc: Mike Mueller
Dianna Bayas
Joe Maida
Michael Piccola

WYNDHAM

HOTEL GROUP

 **WYNDHAM GRAND**
HOTELS AND RESORTS

 **WYNDHAM**
HOTELS AND RESORTS

 **WYNDHAM**
GARDEN HOTELS



 **WINGATE**
BY WYNDHAM

 **HAWTHORN**
SUITES BY WYNDHAM

 **MICROTEL**
BY WYNDHAM

 **planet hollywood**

 **RAMADA**
HOTELS

 **BAYMONT**
HOTELS

 **Days Inn**



 **Howard Johnson**

 **Travelodge**



ITEMIZED STATEMENT

Report Date: 10-Feb-2015

As of Date (DD-MMM-YYYY) : 10-Feb-2015
 Customer No : 03039-95895-03-SUP
 Category Sel :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included : Yes

Customer No : 03039-95895-03-SUP
 Address : 648 LAKE STREET SOUTH, LONG
 PRAIRIE, MN, 56347-1533, US
 As of Date : 10-Feb-2015



Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount	Finance	Total
NOV-2012	10646075	11/01/2012	GUEST SRVCS TRANSACTION		0.00	0.00	7.28	7.28
			CHARGE					
	10646077	11/01/2012	GUEST SATISFACTION		50.00	0.00	19.32	69.32
			Sub Total:		50.00	0.00	26.60	76.60
FEB-2013	10657531	02/14/2013	GUEST SRVCS TRANSACTION		160.00	0.00	53.20	213.20
			CHARGE					
	10657533	02/14/2013	GUEST SATISFACTION		40.00	0.00	13.30	53.30
			Sub Total:		200.00	0.00	66.50	266.50
MAR-2013	42472817	03/31/2013	5098A-WYNGUEST SW MAINT		124.28	8.54	41.18	174.00
	42491230	03/31/2013	Actual-1000A-ROYALTY FEE		534.74	0.00	165.78	700.52
	42491231	03/31/2013	Actual-1215A-ADVERTISING		320.85	0.00	99.41	420.26
			Sub Total:		979.87	8.54	306.37	1,294.78
APR-2013	10668868	04/18/2013	GUEST SATISFACTION		40.00	0.00	12.04	52.04
	10667097	04/18/2013	GUEST SRVCS TRANSACTION		160.00	0.00	48.16	208.16
			CHARGE					
	26271261	04/22/2013	WYNREWARDS 5%		182.12	0.00	54.42	236.54
	30783748	04/05/2013	GLOBAL COFFERENCE		1,049.00	0.00	252.85	1,301.85
	42501942	04/30/2013	5715A-HughesNet VSAT		160.00	11.00	50.48	221.48
	42501955	04/30/2013	5098A-WYNGUEST SW MAINT		124.28	8.54	39.18	172.00
	42516007	04/30/2013	Actual-1000A-ROYALTY FEE		778.94	0.00	229.74	1,008.68
	42516008	04/30/2013	Actual-1215A-ADVERTISING		487.36	0.00	137.63	605.19
			Sub Total:		2,961.70	19.54	624.88	3,605.92
MAY-2013	26276452	06/22/2013	WYNREWARDS 5%		121.85	0.00	34.63	156.48

Page 1 of 5

Mon:Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	42533112	05/31/2013	5096A-WYNGUEST SW MAINT		124.28	8.54	37.13	169.95
	42534488	05/31/2013	5715A-HughesNet VSAT		180.00	11.00	47.80	218.80
	42546793	05/31/2013	Actual-1000A-ROYALTY FEE		1,043.16	0.00	291.27	1,334.43
	42546794	05/31/2013	Actual-1215A-ADVERTISING		625.90	0.00	174.75	800.65
	Sub Total:				2,075.19	19.54	555.58	2,680.31
JUN-2013	10878521	06/20/2013	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	43.12	203.12
	10878741	06/20/2013	GUEST-SATISFACTION		60.00	0.00	18.17	76.17
	26278902	06/22/2013	WYNREWARDS 5%		215.80	0.00	57.92	273.72
	42558057	06/30/2013	5096A-WYNGUEST SW MAINT		124.28	8.54	35.13	167.95
	42558233	06/30/2013	5715A-HughesNet VSAT		180.00	11.00	45.24	216.24
	42577583	06/30/2013	Actual-1000A-ROYALTY FEE		1,215.65	0.00	321.50	1,537.15
	42577634	06/30/2013	Actual-1215A-ADVERTISING		729.39	0.00	192.95	922.34
	Sub Total:				2,665.12	19.54	712.03	3,396.69
JUL-2013	26282556	07/22/2013	WYNREWARDS 5%		329.25	0.00	83.45	412.70
	42581724	07/31/2013	5715A-HughesNet VSAT		180.00	11.00	42.59	213.59
	42594081	07/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	34.06	170.87
	42809921	07/31/2013	Actual-1000A-ROYALTY FEE		1,415.87	0.00	362.69	1,788.46
	42810050	07/31/2013	Actual-1215A-ADVERTISING		849.52	0.00	211.63	1,081.05
	Sub Total:				2,882.65	19.80	724.22	3,626.67
AUG-2013	26288152	08/22/2013	WYNREWARDS 5%		250.03	0.00	59.54	309.57
	30829180	08/22/2013	On Site Fee		100.00	0.00	24.10	124.10
	42618696	08/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	31.95	168.76
	42618857	08/31/2013	5715A-HughesNet VSAT		180.00	11.00	39.93	210.93
	42636181	08/31/2013	Actual-1000A-ROYALTY FEE		1,273.56	0.00	287.36	1,570.92
	42636182	08/31/2013	Actual-1215A-ADVERTISING		764.14	0.00	178.39	942.53
	Sub Total:				2,875.74	19.80	631.27	3,326.81
SEP-2013	26289899	09/22/2013	WYNREWARDS 5%		253.85	0.00	56.46	310.31
	30839189	09/17/2013	SUPER8 TRAINING		170.00	11.89	40.91	222.60
	42647456	09/30/2013	5715A-HughesNet VSAT		180.00	11.00	37.37	208.37
	42649410	09/30/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	29.89	166.70
	42666188	09/30/2013	Actual-1000A-ROYALTY FEE		1,130.47	0.00	247.31	1,377.78
	42666312	09/30/2013	Actual-1215A-ADVERTISING		678.28	0.00	148.36	826.64
	Sub Total:				2,520.61	31.49	580.30	3,112.40
OCT-2013	26282588	10/22/2013	WYNREWARDS 5%		237.38	0.00	49.26	286.64
	42679716	10/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	27.78	164.59
	42681748	10/31/2013	5715A-HughesNet VSAT		180.00	11.00	34.71	205.71
	42694287	10/31/2013	Actual-1215A-ADVERTISING		504.47	0.00	102.41	606.88
	42694488	10/31/2013	Actual-1000A-ROYALTY FEE		840.79	0.00	170.66	1,011.45
	Sub Total:				1,870.65	19.80	384.82	2,275.27

Month-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
NOV-2013	10709412	11/07/2013	GUEST SATISFACTION		50.00	0.00	10.01	60.01
	10709839	11/07/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	31.92	191.92
	26295355	11/22/2013	WYNREWARDS 5%		265.26	0.00	50.92	316.18
	42708798	11/30/2013	5715A-HughesNet VSAT		160.00	11.00	32.15	203.15
	42708783	11/30/2013	5098A-WYNGUEST SW MAINT		128.01	8.80	25.72	162.53
	42723478	11/30/2013	Actual-1000A-ROYALTY FEE		874.77	0.00	164.45	1,039.23
	42723479	11/30/2013	Actual-1215A-ADVERTISING		524.86	0.00	96.99	621.85
Sub Total:					2,162.90	19.80	413.87	2,596.57
DEC-2013	26298868	12/22/2013	WYNREWARDS 5%		170.87	0.00	30.24	201.11
	42732276	12/31/2013	5098A-WYNGUEST SW MAINT		128.01	8.80	23.60	160.41
	42734080	12/31/2013	5715A-HughesNet VSAT		160.00	11.00	28.50	200.50
	42754528	12/31/2013	Actual-1000A-ROYALTY FEE		688.20	0.00	118.38	806.58
	42755326	12/31/2013	Actual-1215A-ADVERTISING		411.72	0.00	71.01	482.73
	TM0432422	12/27/2013	MEMBER BENEFIT COMM		10.30	0.00	1.77	12.07
Sub Total:					1,567.10	19.80	274.50	1,861.40
JAN-2014	26303280	01/22/2014	WYNREWARDS 5%		157.63	0.00	25.43	183.06
	42762265	01/31/2014	5098A-WYNGUEST SW MAINT		128.01	8.80	21.48	156.29
	42762675	01/31/2014	5715A-HughesNet VSAT		160.00	11.00	26.85	197.85
	42763937	01/31/2014	Actual-1000A-ROYALTY FEE		469.48	0.00	73.71	543.19
	42763940	01/31/2014	Actual-1215A-ADVERTISING		281.69	0.00	44.25	325.94
Sub Total:					1,196.81	19.80	191.72	1,408.33
FEB-2014	26308283	02/22/2014	WYNREWARDS 5%		121.90	0.00	17.80	139.70
	42792396	02/28/2014	5715A-HughesNet VSAT		160.00	11.00	24.46	195.46
	42794734	02/28/2014	5098A-WYNGUEST SW MAINT		128.01	8.80	19.56	156.37
	42810020	02/28/2014	Actual-1000A-ROYALTY FEE		188.81	0.00	26.96	215.57
	42810023	02/28/2014	Actual-1215A-ADVERTISING		113.16	0.00	16.16	129.34
Sub Total:					711.68	19.80	104.96	836.44
MAY-2014	30911300	05/05/2014	Reservation Restriction Log		4,000.00	0.00	440.00	4,440.00
Sub Total:					4,000.00	0.00	440.00	4,440.00
JUN-2014	1477257	06/25/2014	GDS & INTERNET BKGS		19.85	0.00	1.65	21.30
	26327385	06/22/2014	WYNREWARDS 5%		425.92	0.00	36.63	462.55
	26328376	06/22/2014	WYNREWARDS BONUS		2.50	0.00	0.22	2.72
	26328021	06/22/2014	WYNREWARDS BONUS		15.00	0.00	1.29	16.29
	TA0477257	06/25/2014	T/A COMMISSIONS		48.01	0.00	4.04	52.05
	TC0477257	06/25/2014	T/A COMM SERVICE CHG		5.73	0.00	0.49	6.22
	TM0477257	06/25/2014	MEMBER BENEFIT COMM		11.68	0.00	0.96	12.66
Sub Total:					528.49	0.00	45.30	573.79

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
AUG-2014	10753703	08/07/2014	GUEST SRVCS TRANSACTION		180.00	0.00	10.08	170.08
			CHARGE					
	10755161	08/07/2014	GUEST SATISFACTION		45.00	0.00	2.84	47.84
			Sub Total:		205.00	0.00	12.92	217.92
SEP-2014	1496739	09/26/2014	GDS & INTERNET BKGS		62.50	0.00	2.38	64.88
	26344365	09/22/2014	WYNREWARDS BONUS		25.00	0.00	1.00	26.00
	26344818	09/22/2014	WYNREWARDS 5%		348.88	0.00	13.88	360.52
	TA0496739	09/26/2014	T/A COMMISSIONS		127.48	0.00	4.84	132.32
	TC0496739	09/26/2014	T/A COMM SERVICE CHG		21.88	0.00	0.82	22.60
	TM0496739	09/26/2014	MEMBER BENEFIT COMM		50.38	0.00	1.92	52.30
	TR0496739	09/26/2014	TMC / CONSORTIA		32.41	0.00	1.23	33.64
			Sub Total:		666.11	0.00	28.05	692.16
OCT-2014	10770478	10/09/2014	GUEST SRVCS TRANSACTION		180.00	0.00	5.04	185.04
			CHARGE					
	10771087	10/09/2014	GUEST SATISFACTION		188.24	0.00	5.31	173.55
	26349884	10/22/2014	WYNREWARDS BONUS		10.00	0.00	0.28	10.28
	26351301	10/22/2014	WYNREWARDS BONUS		5.00	0.00	0.13	5.13
	30963160	10/17/2014	GLOBAL CONFERENCE		1,049.00	0.00	0.00	1,049.00
			Sub Total:		1,392.24	0.00	10.74	1,402.98
NOV-2014	1509159	11/20/2014	GDS & INTERNET BKGS		19.85	0.00	0.21	19.86
	26354889	11/22/2014	WYNREWARDS BONUS		5.00	0.00	0.05	5.05
	26355672	11/22/2014	WYNREWARDS BONUS		2.50	0.00	0.02	2.52
	26356061	11/22/2014	WYNREWARDS 5%		311.91	0.00	2.98	314.87
	43044982	11/30/2014	5098A-WYNGUEST SW MAINT		131.85	9.08	0.78	141.69
	43048331	11/30/2014	5715A-HughesNet VSAT		180.00	11.00	0.94	171.94
	43069664	11/30/2014	Accrual-1000A-ROYALTY FEE	*	751.05	0.00	4.13	755.18
	43069665	11/30/2014	Accrual-1215A-ADVERTISING	*	450.83	0.00	2.48	453.11
	TA0509159	11/20/2014	T/A COMMISSIONS		29.08	0.00	0.31	29.39
	TC0509159	11/20/2014	T/A COMM SERVICE CHG		5.52	0.00	0.06	5.58
	TM0509159	11/20/2014	MEMBER BENEFIT COMM		40.80	0.00	0.43	41.03
	TR0509159	11/20/2014	TMC / CONSORTIA		45.44	0.00	0.48	45.92
			Sub Total:		1,953.23	20.08	12.85	1,986.14
DEC-2014	10782630	12/17/2014	GUEST SATISFACTION		158.88	0.00	0.00	158.88
	10782968	12/17/2014	GUEST SRVCS TRANSACTION		180.00	0.00	0.00	180.00
			CHARGE					
	1521818	12/30/2014	GDS & INTERNET BKGS		12.10	0.00	0.00	12.10
	26361485	12/22/2014	WYNREWARDS 5%		380.92	0.00	0.00	380.92
	43074857	12/31/2014	5715A-HughesNet VSAT		160.00	11.00	0.00	171.00
	43075201	12/31/2014	5098A-WYNGUEST SW MAINT		131.85	8.08	0.00	140.91
	43086976	12/31/2014	Accrual-1000A-ROYALTY FEE	*	658.05	0.00	0.00	658.05
	43087139	12/31/2014	Accrual-1215A-ADVERTISING	*	394.83	0.00	0.00	394.83
	TA0515831	12/17/2014	T/A COMMISSIONS		75.18	0.00	0.00	75.18

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TA0521818	12/30/2014	T/A COMMISSIONS		43.49	0.00	0.00	43.49
	TC0521818	12/30/2014	T/A COMM SERVICE CHG		5.58	0.00	0.00	5.58
	TM0515631	12/17/2014	MEMBER BENEFIT COMM		25.86	0.00	0.00	25.86
	TM0521818	12/30/2014	MEMBER BENEFIT COMM		30.75	0.00	0.00	30.75
			Sub Total:		2,237.49	20.86	0.00	2,257.55
JAN-2015	1528419	01/28/2015	GDS & INTERNET BKGS		23.20	0.00	0.00	23.20
	26387599	01/22/2015	WYNREWARDS 5%		250.45	0.00	0.00	250.45
	43101980	01/31/2015	5715A-HughesNet VSAT		180.00	11.80	0.00	171.80
	43102953	01/31/2015	5098A-WYNGUEST SW MAINT		131.85	9.71	0.00	141.56
	43127937	01/31/2015	Accrual-1000A-ROYALTY FEE		382.10	0.00	0.00	382.10
	43127938	01/31/2015	Accrual-1215A-ADVERTISING		229.28	0.00	0.00	229.28
	TA0528419	01/28/2015	T/A COMMISSIONS		32.34	0.00	0.00	32.34
	TC0528419	01/28/2015	T/A COMM SERVICE CHG		2.74	0.00	0.00	2.74
	TR0528419	01/28/2015	TMC / CONSORTIA		2.03	0.00	0.00	2.03
			Sub Total:		1,213.97	21.51	0.00	1,235.48
FEB-2015	30995539	02/10/2015	2015 AH&LA Fees		48.00	0.00	0.00	48.00
			Sub Total:		48.00	0.00	0.00	48.00
Grand Total:					36,764.55	298.88	6,355.28	43,418.71

Requested By: Nicole Hassaballa

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 10 Feb 2015

Tracking Number:

1Z22445X0295326216

1 Address Information

Ship To:
Kosaa Lodging Inc.
Mr. Kunal Shrestha
648 Lake Street South
LONG PRAIRIE MN 563471533

Ship From:
Wyndham Hotel Group - 22 Sylvan
Nicole Hassaballa
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-8198

Return Address:
Wyndham Hotel Group - 22 Sylvan
Nicole Hassaballa
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-8198

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference # 1 - 008-1686

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Thursday, Feb 12, 2015
Shipping Fees Subtotal:	24.15 USD
Transportation	20.65 USD
Fuel Surcharge	1.15 USD
Delivery Area Surcharge- Extended Package 1	2.35 USD

4 Payment Information

Bill Shipping Charges to:

Shipper's Account 22445X

Charges:	24.15 USD
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A discount has been applied to the Daily rates for this shipment

Negotiated Charges:	9.57 USD
Total Charges:	9.57 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7882 for international services.

Exhibit D

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • Fax (800) 880-9445

September 4, 2015

VIA 2 DAY DELIVERY METHOD

Mr. Kunal Kirpekar
Kosaa Lodging, Inc.
646 Lake Street South
Long Prairie, MN 56347

Re: **NOTICE OF CONTINUING MONETARY DEFAULT** relating to Super 8® System Unit #3039-95895-3 located in Long Prairie, MN (the "Facility")

Dear Mr. Kirpekar:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Baymont Franchises International, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated May 31, 2002, as amended, between Kosaa Lodging, Inc., ("you" or "your") and us (the "Agreement"). You will recall that, on April 17, 2015 and May 26, 2015, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within sixty (60) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of sixty (60) days from the date of this letter to cure your default. Please be advised that as of September 3, 2015, your account is now past due in the amount of \$64,588.29. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,


Joe Manda
Director
Contracts Compliance

cc: Mike Mueller
Dianna Bayas
Suzanne Fenimore
Michael Piccola

DOLCE
HOTELS & RESORTS

WYNDHAM GRAND
HOTELS AND RESORTS

WYNDHAM
HOTELS AND RESORTS

WYNDHAM
GARDEN HOTELS

WYNDHAM
HOTELS

WINGATE
HOTELS

HAWTHORN
HOTELS

MICROTEL
HOTELS

RAMADA
HOTELS

BAYMONT
HOTELS

WYNDHAM
HOTELS

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WYNDHAM
HOTELS

WYNDHAM
HOTELS

WYNDHAM
HOTELS

ITEMIZED STATEMENT

Report Date: 03-Sep-2015

As of Date (DD-MMM-YYYY) : 03-Sep-2015
 Customer No : 03039-95885-03-SUP
 Category Sel :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included : Yes
 Customer No : 03039-95885-03-SUP
 Address : 648 LAKE STREET SOUTH, LONG
 PRAIRIE, MN, 56347-1533, US
 As of Date : 03-Sep-2015



Month-Year	Invoice No	Invoice Date	Description	Amount	Finance Charge	Total
NOV-2012	10848075	11/01/2012	GUEST SRVCS TRANSACTION CHARGE	0.00	0.00	7.28
	10848077	11/01/2012	GUEST SATISFACTION	50.00	0.00	24.31
Sub Total:				50.00	0.00	31.59
FEB-2013	10857531	02/14/2013	GUEST SRVCS TRANSACTION CHARGE	160.00	0.00	70.24
	10857533	02/14/2013	GUEST SATISFACTION	40.00	0.00	17.56
Sub Total:				200.00	0.00	87.80
MAR-2013	42472817	03/31/2013	5098A-WYNGUEST SW MAINT	124.28	8.54	55.33
	42491230	03/31/2013	Actual-1000A-ROYALTY-FEE	534.74	0.00	222.73
	42491231	03/31/2013	Actual-1215A-ADVERTISING	320.85	0.00	133.56
Sub Total:				979.87	8.54	411.62
APR-2013	10666669	04/18/2013	GUEST SATISFACTION	40.00	0.00	16.30
	10667067	04/18/2013	GUEST SRVCS TRANSACTION CHARGE	160.00	0.00	65.20
	26271261	04/22/2013	WYNREWARDS 5%	182.12	0.00	73.80
	30783745	04/05/2013	GLOBAL CONFERENCE	1,049.00	0.00	384.58
	42501942	04/30/2013	5715A-HughesNet VSAT	160.00	11.00	68.69
	42501855	04/30/2013	5098A-WYNGUEST SW MAINT	124.28	8.54	53.33
	42518007	04/30/2013	Actual-1000A-ROYALTY FEE	778.94	0.00	312.67
	42518008	04/30/2013	Actual-1215A-ADVERTISING	487.36	0.00	187.80
Sub Total:				2,981.70	19.54	1,142.17
MAY-2013	26275452	05/22/2013	WYNREWARDS 5%	121.85	0.00	47.82

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Month	Year	Invoice No.	Invoice Date	Description	Actual	Billing	Amount	Finance	Total
		42533112	05/31/2013	5098A-WYNGUEST SW MAINT		124.28	8.54	51.28	184.10
		42534488	05/31/2013	5715A-HughesNet VSAT		160.00	11.00	68.03	237.03
		42548793	05/31/2013	Actual-1000A-ROYALTY FEE		1,043.18	0.00	402.38	1,445.54
		42548794	05/31/2013	Actual-1215A-ADVERTISING		625.90	0.00	241.41	867.31
		Sub Total:				2,075.19	19.54	808.72	2,903.45
JUN-2013		10678521	06/20/2013	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	60.16	220.16
		10678741	06/20/2013	GUEST SATISFACTION		60.00	0.00	22.56	82.56
		28278902	06/22/2013	WYNREWARDS 5%		215.80	0.00	80.90	296.70
		42558057	06/30/2013	5098A-WYNGUEST SW MAINT		124.28	8.54	49.28	182.10
		42558233	06/30/2013	5715A-HughesNet VSAT		180.00	11.00	63.47	234.47
		42577583	06/30/2013	Actual-1000A-ROYALTY FEE		1,215.65	0.00	460.95	1,686.80
		42577634	06/30/2013	Actual-1215A-ADVERTISING		729.39	0.00	270.84	1,000.03
		Sub Total:				2,665.12	19.54	997.96	3,682.62
JUL-2013		28282558	07/22/2013	WYNREWARDS 5%		329.25	0.00	118.51	447.76
		42581724	07/31/2013	5715A-HughesNet VSAT		180.00	11.00	60.82	231.82
		42584091	07/31/2013	5098A-WYNGUEST SW MAINT		128.01	8.80	48.62	185.43
		42589921	07/31/2013	Actual-1000A-ROYALTY FEE		1,415.87	0.00	503.39	1,919.26
		42810050	07/31/2013	Actual-1215A-ADVERTISING		848.62	0.00	302.00	1,151.52
		Sub Total:				2,882.65	19.80	1,033.34	3,935.79
AUG-2013		28288152	08/22/2013	WYNREWARDS 5%		250.03	0.00	86.18	336.21
		30829180	08/22/2013	On Site Fee		100.00	0.00	34.76	134.76
		42619696	08/31/2013	5098A-WYNGUEST SW MAINT		128.01	8.80	46.51	183.32
		42619857	08/31/2013	5715A-HughesNet VSAT		180.00	11.00	58.16	229.16
		42636191	08/31/2013	Actual-1000A-ROYALTY FEE		1,273.56	0.00	432.99	1,706.55
		42636192	08/31/2013	Actual-1215A-ADVERTISING		784.14	0.00	259.76	1,023.90
		Sub Total:				2,675.74	19.80	918.35	3,613.89
SEP-2013		28289899	09/22/2013	WYNREWARDS 5%		253.85	0.00	83.49	337.34
		30839189	09/17/2013	SUPER8 TRAINING		170.00	11.89	60.28	241.97
		42647458	09/30/2013	5715A-HughesNet VSAT		180.00	11.00	55.60	226.60
		42649410	09/30/2013	5098A-WYNGUEST SW MAINT		128.01	8.80	44.45	181.26
		42666188	09/30/2013	Actual-1000A-ROYALTY FEE		1,130.47	0.00	387.71	1,498.18
		42666312	09/30/2013	Actual-1215A-ADVERTISING		678.28	0.00	220.58	898.86
		Sub Total:				2,620.61	31.49	832.11	3,384.21
OCT-2013		28292588	10/22/2013	WYNREWARDS 5%		237.38	0.00	74.54	311.92
		42679716	10/31/2013	5098A-WYNGUEST SW MAINT		128.01	8.80	42.34	178.15
		42681748	10/31/2013	5715A-HughesNet VSAT		180.00	11.00	52.94	223.94
		42694267	10/31/2013	Actual-1215A-ADVERTISING		504.47	0.00	156.14	660.61
		42694488	10/31/2013	Actual-1000A-ROYALTY FEE		840.79	0.00	280.19	1,100.98
		Sub Total:				1,870.65	19.80	586.15	2,476.60

Month-Year	Invoice No.	Invoice Date	Description	Actual	Billing	Amount	Finance Charge	Total
NOV-2013	10709412	11/07/2013	GUEST SATISFACTION		50.00	0.00	15.35	85.35
	10709839	11/07/2013	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	48.96	208.96
	26295355	11/22/2013	WYNREWARDS 5%		285.28	0.00	79.17	344.43
	42708796	11/30/2013	5715A-HughesNet VSAT		180.00	11.00	50.38	221.38
	42708783	11/30/2013	5086A-WYNGUEST SW MAINT		128.01	8.80	40.28	177.09
	42723476	11/30/2013	Actual-1000A-ROYALTY FEE		874.77	0.00	257.62	1,132.39
	42723479	11/30/2013	Actual-1215A-ADVERTISING		624.86	0.00	154.69	879.45
	Sub Total:				2,162.90	19.80	646.35	2,829.05
DEC-2013	26298868	12/22/2013	WYNREWARDS 5%		170.87	0.00	48.43	219.30
	42732278	12/31/2013	5086A-WYNGUEST SW MAINT		128.01	8.80	38.16	174.97
	42734080	12/31/2013	5715A-HughesNet VSAT		180.00	11.00	47.73	218.73
	42754528	12/31/2013	Actual-1000A-ROYALTY FEE		686.20	0.00	191.46	877.66
	42755326	12/31/2013	Actual-1215A-ADVERTISING		411.72	0.00	114.87	526.59
	TM0432422	12/27/2013	MEMBER BENEFIT COMM		10.30	0.00	2.85	13.15
	Sub Total:				1,567.10	19.80	443.50	2,030.40
JAN-2014	26303260	01/22/2014	WYNREWARDS 5%		157.83	0.00	42.20	199.83
	42762265	01/31/2014	5086A-WYNGUEST SW MAINT		128.01	8.80	38.04	172.85
	42762675	01/31/2014	5715A-HughesNet VSAT		180.00	11.00	45.08	216.08
	42783937	01/31/2014	Actual-1000A-ROYALTY FEE		488.48	0.00	123.71	593.19
	42783940	01/31/2014	Actual-1215A-ADVERTISING		281.69	0.00	74.27	355.96
	Sub Total:				1,196.81	19.80	321.30	1,537.91
FEB-2014	26308283	02/22/2014	WYNREWARDS 5%		121.80	0.00	30.79	152.69
	42782386	02/28/2014	5715A-HughesNet VSAT		180.00	11.00	42.89	213.69
	42794734	02/28/2014	5086A-WYNGUEST SW MAINT		128.01	8.80	34.12	170.93
	42810020	02/28/2014	Actual-1000A-ROYALTY FEE		188.61	0.00	47.04	235.65
	42810023	02/28/2014	Actual-1215A-ADVERTISING		113.16	0.00	28.23	141.39
	Sub Total:				711.68	19.80	182.87	914.35
MAY-2014	30911300	05/05/2014	Reservation Restriction Log		4,000.00	0.00	888.00	4,888.00
Sub Total:					4,000.00	0.00	888.00	4,888.00
JUN-2014	1477257	06/25/2014	GDS & INTERNET BKGS		19.65	0.00	3.71	23.36
	26327395	06/22/2014	WYNREWARDS 5%		425.82	0.00	81.99	507.81
	26328376	06/22/2014	WYNREWARDS BONUS		2.50	0.00	0.50	3.00
	26329021	06/22/2014	WYNREWARDS BONUS		15.00	0.00	2.90	17.90
	TA0477257	06/25/2014	T/A COMMISSIONS		48.01	0.00	9.15	57.16
	TC0477257	06/25/2014	T/A COMM SERVICE CHG		5.73	0.00	1.11	6.84
	TM0477257	06/25/2014	MEMBER BENEFIT COMM		11.66	0.00	2.24	13.92
	Sub Total:				528.49	0.00	101.60	630.09

Month/Year	Invoice No.	Invoice Date	Description	Accrued	Billed	Amount Due	Balance	Total
						Taxes	Charges	
AUG-2014	10753703	08/07/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	27.12	187.12
	10755181	08/07/2014	GUEST SATISFACTION		45.00	0.00	7.85	52.85
			Sub Total:		205.00	0.00	34.77	239.77
SEP-2014	1498739	08/26/2014	GDS & INTERNET BKGS		62.50	0.00	9.05	71.55
	28344385	08/22/2014	WYNREWARDS BONUS		25.00	0.00	3.88	28.88
	28344816	08/22/2014	WYNREWARDS 5%		348.88	0.00	50.78	397.44
	TA0498739	08/28/2014	T/A COMMISSIONS		127.48	0.00	18.42	145.90
	TC0498739	08/28/2014	T/A COMM SERVICE CHG		21.88	0.00	3.15	24.83
	TM0498739	08/28/2014	MEMBER BENEFIT COMM		50.38	0.00	7.30	57.68
	TR0498739	08/28/2014	TMC / CONSORTIA		32.41	0.00	4.89	37.10
			Sub Total:		688.11	0.00	97.07	785.18
OCT-2014	10770478	10/09/2014	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	22.08	182.08
	10771067	10/09/2014	GUEST SATISFACTION		188.24	0.00	23.22	191.46
	28349884	10/22/2014	WYNREWARDS BONUS		10.00	0.00	1.34	11.34
	28351301	10/22/2014	WYNREWARDS BONUS		5.00	0.00	0.68	5.68
	30983180	10/17/2014	GLOBAL CONFERENCE		1,048.00	0.00	89.24	1,137.24
			Sub Total:		1,382.24	0.00	116.58	1,500.80
NOV-2014	1509159	11/20/2014	GDS & INTERNET BKGS		19.85	0.00	2.27	21.92
	28354889	11/22/2014	WYNREWARDS BONUS		5.00	0.00	0.60	5.60
	28355672	11/22/2014	WYNREWARDS BONUS		2.50	0.00	0.30	2.80
	28358081	11/22/2014	WYNREWARDS 5%		311.91	0.00	38.17	348.08
	43044882	11/30/2014	5098A-WYNGUEST SW MAINT		131.85	9.08	15.78	156.67
	43048331	11/30/2014	5715A-HughesNet VSAT		180.00	11.00	18.17	190.17
	43088684	11/30/2014	Actual-1000A-ROYALTY FEE		741.12	0.00	83.37	824.49
	43088685	11/30/2014	Actual-1215A-ADVERTISING		444.87	0.00	50.00	494.87
	TA0509159	11/20/2014	T/A COMMISSIONS		29.08	0.00	3.42	32.50
	TC0509159	11/20/2014	T/A COMM SERVICE CHG		5.52	0.00	0.85	6.17
	TM0509159	11/20/2014	MEMBER BENEFIT COMM		40.80	0.00	4.78	45.38
	TR0509159	11/20/2014	TMC / CONSORTIA		45.44	0.00	6.31	50.75
			Sub Total:		1,837.34	20.08	221.78	2,100.18
DEC-2014	10782830	12/17/2014	GUEST SATISFACTION		158.88	0.00	18.43	175.31
	10782968	12/17/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	18.58	178.58
	1521818	12/30/2014	GDS & INTERNET BKGS		12.10	0.00	1.17	13.27
	28381485	12/22/2014	WYNREWARDS 5%		380.92	0.00	38.45	419.37
	43074837	12/31/2014	5715A-HughesNet VSAT		180.00	11.00	18.52	187.52
	43075201	12/31/2014	5098A-WYNGUEST SW MAINT		131.85	9.08	13.58	154.49
	43088878	12/31/2014	Actual-1000A-ROYALTY FEE		648.98	0.00	82.88	712.68
	43097139	12/31/2014	Actual-1215A-ADVERTISING		388.99	0.00	37.73	427.72
	TA0515631	12/17/2014	T/A COMMISSIONS		75.18	0.00	7.79	82.97

Month	Invoice No.	Invoice Date	Description	Base	Usage	Finance	Total
	TA0521818	12/30/2014	T/A COMMISSIONS	43.49	0.00	4.21	47.70
	TC0521818	12/30/2014	T/A COMM SERVICE CHG	5.58	0.00	0.53	6.11
	TM0515831	12/17/2014	MEMBER BENEFIT COMM	25.88	0.00	2.87	28.53
	TM0521818	12/30/2014	MEMBER BENEFIT COMM	30.75	0.00	2.98	33.73
	Sub Total:			2,224.58	20.06	221.50	2,466.14
JAN-2015	1528419	01/26/2015	GDS & INTERNET BKGS	23.20	0.00	1.94	25.14
	28367599	01/22/2015	WYNREWARDS 5%	250.45	0.00	21.42	271.87
	43101980	01/31/2015	5715A-HughesNet VSAT	180.00	11.80	13.92	185.72
	43102953	01/31/2015	5098A-WYNGUEST SW MAINT	131.85	9.71	11.45	153.01
	43127837	01/31/2015	Actual-1000A-ROYALTY FEE	389.70	0.00	30.02	399.72
	43127838	01/31/2015	Actual-1215A-ADVERTISING	221.82	0.00	18.01	239.83
	TA0528419	01/28/2015	T/A COMMISSIONS	32.34	0.00	2.72	35.06
	TC0528419	01/28/2015	T/A COMM SERVICE CHG	2.74	0.00	0.22	2.96
	TR0528419	01/28/2015	TMC / CONSORTIA	2.03	0.00	0.16	2.19
	Sub Total:			1,184.13	21.51	99.86	1,315.50
FEB-2015	26372868	02/22/2015	WYNREWARDS 5%	116.80	0.00	8.17	124.97
	30985539	02/10/2015	2015 AH&LA Fees	48.00	0.00	0.00	48.00
	43130423	02/28/2015	5098A-WYNGUEST SW MAINT	131.85	9.71	9.47	151.03
	43131438	02/28/2015	5715A-HughesNet VSAT	180.00	11.80	11.51	183.31
	43154472	02/28/2015	Actual-1000A-ROYALTY FEE	513.59	0.00	34.40	547.99
	43154473	02/28/2015	Actual-1215A-ADVERTISING	308.15	0.00	20.64	328.79
	Sub Total:			1,278.39	21.51	84.19	1,384.09
MAR-2015	26378642	03/22/2015	WYNREWARDS 5%	80.63	0.00	4.52	85.15
	43157890	03/31/2015	5715A-HughesNet VSAT	160.00	11.80	8.85	180.65
	43158869	03/31/2015	5098A-WYNGUEST SW MAINT	131.85	9.71	7.28	148.84
	43183369	03/31/2015	Actual-1000A-ROYALTY FEE	484.19	0.00	23.18	487.37
	43183370	03/31/2015	Actual-1215A-ADVERTISING	278.51	0.00	13.91	292.42
	Sub Total:			1,116.18	21.51	57.74	1,194.43
APR-2015	26386055	04/22/2015	WYNREWARD 5%	240.43	0.00	9.74	250.17
	31017680	04/30/2015	HUGHESNET DECOMMISSION FEES	328.00	0.00	11.90	339.90
	43188839	04/30/2015	5098A-WYNGUEST SW MAINT	131.85	9.71	5.16	146.72
	43187316	04/30/2015	5715A-HughesNet VSAT	180.00	11.80	6.27	178.07
	43208687	04/30/2015	Actual-1000A-ROYALTY FEE	488.84	0.00	16.86	485.70
	43208689	04/30/2015	Actual-1215A-ADVERTISING	281.31	0.00	10.12	291.43
	Sub Total:			1,608.43	21.51	60.05	1,689.99
MAY-2015	26392071	05/22/2015	WYNREWARDS 5%	228.53	0.00	5.77	232.30
	43213202	05/31/2015	5098A-WYNGUEST SW MAINT	131.85	9.71	2.97	144.53
	43237031	05/31/2015	Actual-1215A-ADVERTISING	811.00	0.00	12.84	823.84
	43238305	05/31/2015	Actual-1000A-ROYALTY FEE	1,018.34	0.00	21.38	1,039.72
	Sub Total:			1,987.72	9.71	42.95	2,040.39

Month/Year	Invoice No.	Invoice Date	Description	Accrual	Billing	Amount	Charged	Total
JUN-2015	26396750	06/22/2015	WYNREWARDS 5%		488.60	0.00	4.89	473.29
	31033738	06/30/2015	TMC RADIUS CREDIT		-11.55	0.00	0.00	-11.55
	43240870	06/30/2015	5098A-WYNGUEST SW MAINT		131.83	9.71	0.85	142.39
	43265700	06/30/2015	Accrual-1000A-ROYALTY FEE		1,998.25	0.00	11.98	2,008.23
	43265886	06/30/2015	Accrual-1215A-ADVERTISING		1,197.75	0.00	7.18	1,204.94
				Sub Total:	3,782.88	9.71	24.71	3,817.30
JUL-2015	28404023	07/22/2015	WYNREWARDS 5%		338.55	0.00	0.00	338.55
	43268885	07/31/2015	5098A-WYNGUEST SW MAINT		135.80	10.00	0.00	145.80
	43293385	07/31/2015	Accrual-1000A-ROYALTY FEE		2,266.85	0.00	0.00	2,266.85
	43293386	07/31/2015	Accrual-1215A-ADVERTISING		1,380.11	0.00	0.00	1,380.11
				Sub Total:	4,101.31	10.00	0.00	4,111.31
AUG-2015	28415612	08/22/2015	WYNREWARDS 5%		258.34	0.00	0.00	258.34
	43298640	08/31/2015	5098A-WYNGUEST SW MAINT		135.80	10.00	0.00	145.80
	43320354	08/31/2015	Accrual-1000A-ROYALTY FEE		1,735.55	0.00	0.00	1,735.55
	43320356	08/31/2015	Accrual-1215A-ADVERTISING		1,041.33	0.00	0.00	1,041.33
				Sub Total:	3,171.02	10.00	0.00	3,181.02
				Grand Total:	53,712.84	402.83	10,472.62	64,588.29

Requested By: Nicole Hassaballa

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 04 Sep 2015

Tracking Number:

1Z22445X0298557395

1 Address Information		
Ship To: Kosaa Lodging, Inc. Mr. Kunal Kirpekar 646 Lake Street South LONG PRAIRIE MN 563471633	Ship From: Wyndham Hotel Group - 22 Sylvan Nicole Hassaballa 22 Sylvan Way Parsippany NJ 07054 Telephone: 973-753-8198	Return Address: Wyndham Hotel Group - 22 Sylvan Nicole Hassaballa 22 Sylvan Way Parsippany NJ 07054 Telephone: 973-753-8198

2 Package Information			
Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options	
Service: Guaranteed By: Shipping Fees Subtotal: Transportation Fuel Surcharge Delivery Area Surcharge- Extended Package 1	UPS 2nd Day Air End of Day Wednesday, Sep 9, 2015 24.09 USD 20.65 USD 1.09 USD 2.35 USD

4 Payment Information	
Bill Shipping Charges to: Shipper's Account 22445X	
Charges: A discount has been applied to the Daily rates for this shipment Negotiated Charges: Total Charges:	24.09 USD 9.65 USD 9.65 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Exhibit

E

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • Fax (800) 880-9445

November 12, 2015

VIA 2 DAY DELIVERY METHOD

Mr. Kunal Kirpekar
Kosaa Lodging, Inc.
646 Lake Street South
Long Prairie, MN 56347

Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® System Unit #3039-95895-3 located in Long Prairie, MN (the "Facility")

Dear Mr. Kirpekar:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated May 31, 2002, as amended, between Kosaa Lodging, Inc., ("you" or "your") and us (the "Agreement"). You will recall that, on April 17, 2015, May 26, 2015 and September 4, 2015 we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within sixty (60) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of November 12, 2015, your account is now past due in the amount of \$74,533.53. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 573-4822.

Sincerely yours,


Joe Maida
Director
Contracts Compliance

cc: Mike Mueller
Dianna Bayas
Suzanne Fenimore
Michael Piccola

DOLCE
HOTELS & RESORTS

WYNDHAM GRAND
HOTELS AND RESORTS

WYNDHAM
HOTELS AND RESORTS

WYNDHAM
GARDEN HOTELS



WINGATE
BY WYNDHAM

HAWTHORN
SUITES BY WYNDHAM

MICROTEL
BY WYNDHAM

RAMADA
BY WYNDHAM

BAYMONT
BY WYNDHAM

Days Inn



Howard Johnson

Travelodge

Knight
Ridings

ITEMIZED STATEMENT

Report Date: 12-Nov-2015

As of Date (DD-MMM-YYYY) : 12-Nov-2015
 Customer No : 03039-95895-03-SUP
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included : Yes
 Customer No : 03039-95895-03-SUP
 Address : 646 LAKE STREET SOUTH, LONG
 PRAIRIE, MN, 56347-1533, US
 As of Date : 12-Nov-2015



Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
NOV-2012	10646075	11/01/2012	GUEST SRVCS TRANSACTION			0.00	7.28	7.28
	10646077	11/01/2012	CHARGE GUEST SATISFACTION			50.00	25.69	75.69
			Sub Total:			50.00	32.97	82.97
FEB-2013	10657531	02/14/2013	GUEST SRVCS TRANSACTION			160.00	77.60	237.60
	10657533	02/14/2013	CHARGE GUEST SATISFACTION			40.00	19.40	59.40
			Sub Total:			200.00	97.00	297.00
MAR-2013	42472817	03/31/2013	5098A-WYNGUEST SW MAINT			124.28	61.44	194.26
	42491230	03/31/2013	Actual-1000A-ROYALTY FEE			534.74	247.33	782.07
	42491231	03/31/2013	Actual-1215A-ADVERTISING			320.85	148.31	469.16
			Sub Total:			979.87	457.08	1,445.49
APR-2013	10666669	04/18/2013	GUEST SATISFACTION			40.00	18.14	58.14
	10667097	04/18/2013	GUEST SRVCS TRANSACTION			160.00	72.56	232.56
			CHARGE					
	26271261	04/22/2013	WYNREWARDS 5%			182.12	82.17	264.29
	30783745	04/05/2013	GLOBAL CONFERENCE			1,049.00	412.84	1,461.84
	42501842	04/30/2013	5715A-HughesNet VSAT			160.00	76.57	247.57
	42501855	04/30/2013	5098A-WYNGUEST SW MAINT			124.28	59.44	192.26
	42518007	04/30/2013	Actual-1000A-ROYALTY FEE			778.94	348.49	1,127.43
	42516008	04/30/2013	Actual-1215A-ADVERTISING			487.36	209.10	676.46
			Sub Total:			2,961.70	1,279.31	4,260.55
MAY-2013	26275452	05/22/2013	WYNREWARDS 5%			121.85	53.23	175.08

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Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	42533112	05/31/2013	5098A-WYNGUEST SW MAINT		124.28	8.54	57.39	180.21
	42534488	05/31/2013	5715A-HughesNet VSAT		180.00	11.00	73.91	244.91
	42548793	05/31/2013	Actual-1000A-ROYALTY FEE		1,043.18	0.00	450.37	1,493.53
	42546794	05/31/2013	Actual-1215A-ADVERTISING		625.90	0.00	270.20	896.10
	Sub Total:				2,075.19	19.54	905.10	2,999.83
JUN-2013	10678521	06/20/2013	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	67.52	227.52
	10678741	06/20/2013	GUEST SATISFACTION		80.00	0.00	25.32	85.32
	28278902	06/22/2013	WYNREWARDS 5%		215.80	0.00	90.83	306.63
	42558057	06/30/2013	5096A-WYNGUEST SW MAINT		124.28	8.54	55.39	188.21
	42558233	06/30/2013	5715A-HughesNet VSAT		180.00	11.00	71.35	242.35
	42577593	06/30/2013	Actual-1000A-ROYALTY FEE		1,215.85	0.00	506.86	1,722.51
	42577634	06/30/2013	Actual-1215A-ADVERTISING		729.39	0.00	304.19	1,033.58
	Sub Total:				2,665.12	19.54	1,121.46	3,806.12
JUL-2013	28282556	07/22/2013	WYNREWARDS 5%		329.25	0.00	133.88	462.91
	42591724	07/31/2013	5715A-HughesNet VSAT		180.00	11.00	68.70	239.70
	42594091	07/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	54.91	191.72
	42609921	07/31/2013	Actual-1000A-ROYALTY FEE		1,415.87	0.00	588.52	1,984.39
	42610050	07/31/2013	Actual-1215A-ADVERTISING		849.52	0.00	341.07	1,190.59
	Sub Total:				2,882.65	19.80	1,166.86	4,069.31
AUG-2013	28286152	08/22/2013	WYNREWARDS 5%		250.03	0.00	97.68	347.71
	30829180	08/22/2013	On Site Fee		100.00	0.00	39.35	139.35
	42619696	08/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	52.80	189.61
	42619857	08/31/2013	5715A-HughesNet VSAT		180.00	11.00	66.04	237.04
	42636191	08/31/2013	Actual-1000A-ROYALTY FEE		1,273.58	0.00	491.57	1,765.13
	42636192	08/31/2013	Actual-1215A-ADVERTISING		764.14	0.00	294.91	1,059.05
	Sub Total:				2,675.74	19.80	1,042.35	3,737.89
SEP-2013	28289899	09/22/2013	WYNREWARDS 5%		253.85	0.00	95.17	349.02
	30839189	09/17/2013	SUPER8 TRAINING		170.00	11.89	68.65	250.34
	42647456	09/30/2013	5715A-HughesNet VSAT		180.00	11.00	63.48	234.48
	42649410	09/30/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	50.74	187.55
	42668188	09/30/2013	Actual-1000A-ROYALTY FEE		1,130.47	0.00	419.72	1,550.19
	42668312	09/30/2013	Actual-1215A-ADVERTISING		678.28	0.00	251.77	930.05
	Sub Total:				2,520.61	31.49	949.53	3,501.63
OCT-2013	28292598	10/22/2013	WYNREWARDS 5%		237.38	0.00	85.46	322.84
	42679716	10/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	48.63	185.44
	42881748	10/31/2013	5715A-HughesNet VSAT		180.00	11.00	60.82	231.82
	42894267	10/31/2013	Actual-1215A-ADVERTISING		504.47	0.00	179.35	683.82
	42894488	10/31/2013	Actual-1000A-ROYALTY FEE		840.79	0.00	298.86	1,139.65
	Sub Total:				1,870.65	19.80	673.12	2,563.57

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
NOV-2013	10709412	11/07/2013	GUEST SATISFACTION		50.00	0.00	17.65	67.65
	10709839	11/07/2013	GUEST SRVCS-TRANSACTION CHARGE		160.00	0.00	56.32	216.32
	26295355	11/22/2013	WYNREWARDS 5%		265.26	0.00	91.37	356.63
	42708796	11/30/2013	5715A-HughesNet VSAT		180.00	11.00	58.26	229.26
	42709783	11/30/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	46.57	183.38
	42723478	11/30/2013	Actual-1000A-ROYALTY FEE		874.77	0.00	297.86	1,172.63
	42723479	11/30/2013	Actual-1215A-ADVERTISING		524.86	0.00	178.73	703.59
Sub Total:					2,162.90	19.80	746.76	2,929.46
DEC-2013	26298868	12/22/2013	WYNREWARDS 5%		170.87	0.00	56.28	227.15
	42732276	12/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	44.45	181.26
	42734080	12/31/2013	5715A-HughesNet VSAT		180.00	11.00	55.61	226.61
	42754528	12/31/2013	Actual-1000A-ROYALTY FEE		686.20	0.00	223.02	909.22
	42755326	12/31/2013	Actual-1215A-ADVERTISING		411.72	0.00	133.82	545.54
	TM0432422	12/27/2013	MEMBER BENEFIT COMM		10.30	0.00	3.31	13.61
Sub Total:					1,567.10	19.80	516.49	2,103.39
JAN-2014	26303260	01/22/2014	WYNREWARDS 5%		157.63	0.00	49.44	207.07
	42762285	01/31/2014	5096A-WYNGUEST SW MAINT		128.01	8.80	42.33	179.14
	42762675	01/31/2014	5715A-HughesNet VSAT		180.00	11.00	52.96	223.96
	42783937	01/31/2014	Actual-1000A-ROYALTY FEE		489.48	0.00	145.30	614.78
	42783940	01/31/2014	Actual-1215A-ADVERTISING		281.69	0.00	87.24	368.93
Sub Total:					1,196.81	19.80	377.27	1,593.88
FEB-2014	26308283	02/22/2014	WYNREWARDS 5%		121.90	0.00	38.40	158.30
	42792396	02/28/2014	5715A-HughesNet VSAT		180.00	11.00	50.57	221.57
	42794734	02/28/2014	5096A-WYNGUEST SW MAINT		128.01	8.80	40.41	177.22
	42810020	02/28/2014	Actual-1000A-ROYALTY FEE		188.81	0.00	55.72	244.33
	42810023	02/28/2014	Actual-1215A-ADVERTISING		113.16	0.00	33.44	146.60
Sub Total:					711.88	19.80	216.54	948.02
MAY-2014	30911300	05/05/2014	Reservation Restriction Log		4,000.00	0.00	1,050.00	5,050.00
Sub Total:					4,000.00	0.00	1,050.00	5,050.00
JUN-2014	1477257	06/25/2014	GDS & INTERNET BKGS		19.85	0.00	4.80	24.25
	26327395	06/22/2014	WYNREWARDS 5%		425.92	0.00	101.58	527.50
	26328378	06/22/2014	WYNREWARDS BONUS		2.50	0.00	0.62	3.12
	26329021	06/22/2014	WYNREWARDS BONUS		15.00	0.00	3.60	18.60
	TA0477257	06/25/2014	T/A COMMISSIONS		48.01	0.00	11.36	59.37
	TC0477257	06/25/2014	T/A COMM SERVICE CHG		5.73	0.00	1.38	7.11
	TM0477257	06/25/2014	MEMBER BENEFIT COMM		11.88	0.00	2.79	14.47
Sub Total:					528.49	0.00	125.93	654.42

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount	Finance Charges	Total
AUG-2014	10753703	08/07/2014	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	34.48	194.48
	10755161	08/07/2014	GUEST SATISFACTION		45.00	0.00	9.73	54.73
	Sub Total:				205.00	0.00	44.21	249.21
SEP-2014	1496739	09/28/2014	GDS & INTERNET BKGS		62.50	0.00	11.93	74.43
	26344365	09/22/2014	WYNREWARDS BONUS		25.00	0.00	4.84	29.84
	26344616	09/22/2014	WYNREWARDS 5%		346.66	0.00	66.73	413.39
	TA0496739	09/26/2014	T/A COMMISSIONS		127.48	0.00	24.28	151.76
	TC0496739	09/28/2014	T/A COMM SERVICE CHG		21.68	0.00	4.16	25.84
	TM0496739	09/28/2014	MEMBER BENEFIT COMM		50.38	0.00	9.63	60.01
	TR0496739	09/28/2014	TMC / CONSORTIA		32.41	0.00	6.19	38.60
	Sub Total:				666.11	0.00	127.76	793.87
OCT-2014	10770478	10/09/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	29.44	189.44
	10771067	10/09/2014	GUEST SATISFACTION		188.24	0.00	30.95	199.19
	26349884	10/22/2014	WYNREWARDS BONUS		10.00	0.00	1.80	11.80
	26351301	10/22/2014	WYNREWARDS BONUS		5.00	0.00	0.92	5.92
	30963160	10/17/2014	GLOBAL CONFERENCE		1,049.00	0.00	117.50	1,166.50
	Sub Total:				1,392.24	0.00	180.61	1,572.85
NOV-2014	1509159	11/20/2014	GDS & INTERNET BKGS		19.65	0.00	3.16	22.81
	26354689	11/22/2014	WYNREWARDS BONUS		5.00	0.00	0.84	5.84
	26355672	11/22/2014	WYNREWARDS BONUS		2.50	0.00	0.42	2.92
	26356061	11/22/2014	WYNREWARDS 5%		311.91	0.00	50.52	362.43
	43044982	11/30/2014	5096A-WYNGUEST SW MAINT		131.85	9.06	22.23	163.14
	43048331	11/30/2014	5715A-HughesNet VSAT		160.00	11.00	27.05	198.05
	43069864	11/30/2014	Actual-1000A-ROYALTY FEE		741.12	0.00	117.47	858.59
	43069865	11/30/2014	Actual-1215A-ADVERTISING		444.67	0.00	70.45	515.12
	TA0509159	11/20/2014	T/A COMMISSIONS		29.08	0.00	4.77	33.85
	TC0509159	11/20/2014	T/A COMM SERVICE CHG		5.52	0.00	0.90	6.42
	TM0509159	11/20/2014	MEMBER BENEFIT COMM		40.60	0.00	6.63	47.23
	TR0509159	11/20/2014	TMC / CONSORTIA		45.44	0.00	7.40	52.84
	Sub Total:				1,937.34	20.06	311.84	2,269.24
DEC-2014	10782630	12/17/2014	GUEST SATISFACTION		158.88	0.00	23.73	182.61
	10782958	12/17/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	23.92	183.92
	1521818	12/30/2014	GDS & INTERNET BKGS		12.10	0.00	1.72	13.82
	26361485	12/22/2014	WYNREWARDS 5%		380.92	0.00	55.96	436.88
	43074837	12/31/2014	5715A-HughesNet VSAT		160.00	11.00	24.40	195.40
	43075201	12/31/2014	5096A-WYNGUEST SW MAINT		131.85	9.06	20.05	160.96
	43096978	12/31/2014	Actual-1000A-ROYALTY FEE		849.98	0.00	92.78	942.76
	43097139	12/31/2014	Actual-1215A-ADVERTISING		389.99	0.00	55.87	445.86
	TA0515631	12/17/2014	T/A COMMISSIONS		75.18	0.00	11.25	86.43

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charge	Total
	TA0521818	12/30/2014	T/A COMMISSIONS		43.49	0.00	6.21	49.70
	TC0521818	12/30/2014	T/A COMM SERVICE CHG		5.58	0.00	0.78	6.36
	TM0515631	12/17/2014	MEMBER BENEFIT COMM		25.86	0.00	3.86	29.72
	TM0521818	12/30/2014	MEMBER BENEFIT COMM		30.75	0.00	4.39	35.14
			Sub Total:		2,224.58	20.06	324.72	2,569.36
JAN-2015	1528419	01/26/2015	GDS & INTERNET BKGS		23.20	0.00	3.01	26.21
	26367599	01/22/2015	WYNREWARDS 5%		250.45	0.00	32.95	283.40
	43101980	01/31/2015	5715A-HughesNet VSAT		160.00	11.80	21.83	193.63
	43102953	01/31/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	17.85	159.51
	43127837	01/31/2015	Actual-1000A-ROYALTY FEE		369.70	0.00	47.04	416.74
	43127838	01/31/2015	Actual-1215A-ADVERTISING		221.62	0.00	28.22	250.04
	TA0528419	01/26/2015	T/A COMMISSIONS		32.34	0.00	4.22	36.56
	TC0528419	01/26/2015	T/A COMM SERVICE CHG		2.74	0.00	0.34	3.08
	TR0528419	01/26/2015	TMC / CONSORTIA		2.03	0.00	0.25	2.28
			Sub Total:		1,184.13	21.51	155.81	1,371.45
FEB-2015	26372866	02/22/2015	WYNREWARDS 5%		116.80	0.00	13.54	130.34
	30995539	02/10/2015	2015 AH&LA Fees		48.00	0.00	0.00	48.00
	43130423	02/28/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	15.97	157.53
	43131438	02/28/2015	5715A-HughesNet VSAT		160.00	11.80	19.42	191.22
	43154472	02/28/2015	Actual-1000A-ROYALTY FEE		513.59	0.00	58.02	571.61
	43154473	02/28/2015	Actual-1215A-ADVERTISING		308.15	0.00	34.81	342.96
			Sub Total:		1,278.39	21.51	141.76	1,441.66
MAR-2015	26378842	03/22/2015	WYNREWARDS 5%		80.63	0.00	8.23	88.86
	43157890	03/31/2015	5715A-HughesNet VSAT		160.00	11.80	16.76	188.56
	43159869	03/31/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	13.78	155.34
	43183369	03/31/2015	Actual-1000A-ROYALTY FEE		464.19	0.00	44.53	508.72
	43183370	03/31/2015	Actual-1215A-ADVERTISING		278.51	0.00	26.73	305.24
			Sub Total:		1,115.18	21.51	110.03	1,246.72
APR-2015	26388055	04/22/2015	WYNREWARDS 5%		240.43	0.00	20.81	261.24
	31017880	04/30/2015	HUGHESNET DECOMMISSION FEES		326.00	0.00	26.90	352.90
	43186839	04/30/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	11.66	153.22
	43187316	04/30/2015	5715A-HughesNet VSAT		160.00	11.80	14.18	185.98
	43209687	04/30/2015	Actual-1000A-ROYALTY FEE		468.84	0.00	38.42	507.26
	43209689	04/30/2015	Actual-1215A-ADVERTISING		281.31	0.00	23.06	304.37
			Sub Total:		1,608.43	21.51	135.03	1,764.97
MAY-2015	26392071	05/22/2015	WYNREWARDS 5%		226.53	0.00	16.19	242.72
	43213202	05/31/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	9.47	151.03
	43237031	05/31/2015	Actual-1215A-ADVERTISING		811.00	0.00	40.96	851.96
	43239305	05/31/2015	Actual-1000A-ROYALTY FEE		1,018.34	0.00	68.23	1,086.57
			Sub Total:		1,987.72	9.71	134.85	2,132.28

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2015	26398750	06/22/2015	WYNREWARDS 5%		488.60	0.00	26.25	494.85
	31033738	06/30/2015	TMC RADIUS CREDIT		-11.55	0.00	0.00	-11.55
	43240870	06/30/2015	5096A-WYNGUEST SW MAINT		131.83	9.71	7.35	148.89
	43285700	06/30/2015	Actual-1000A-ROYALTY FEE		1,996.25	0.00	103.80	2,100.05
	43265686	06/30/2015	Actual-1215A-ADVERTISING		1,197.75	0.00	62.29	1,260.04
Sub Total:					3,782.88	9.71	199.69	3,992.28
JUL-2015	26404023	07/22/2015	WYNREWARDS 5%		338.55	0.00	13.89	352.44
	43268985	07/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	5.32	151.12
	43293365	07/31/2015	Accrual-1000A-ROYALTY FEE		2,266.85	0.00	82.74	2,349.59
	43293366	07/31/2015	Accrual-1215A-ADVERTISING		1,360.11	0.00	49.64	1,409.75
Sub Total:					4,101.31	10.00	151.59	4,262.90
AUG-2015	26415612	08/22/2015	WYNREWARDS 5%		258.34	0.00	8.58	264.92
	43298640	08/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	3.06	148.86
	43320354	08/31/2015	Accrual-1000A-ROYALTY FEE		1,735.55	0.00	36.45	1,772.00
	43320356	08/31/2015	Accrual-1215A-ADVERTISING		1,041.33	0.00	21.87	1,063.20
Sub Total:					3,171.02	10.00	67.96	3,248.98
SEP-2015	100235	09/30/2015	RETRAINFEE-SEP2015-0		250.00	0.00	1.50	251.50
	26423203	09/22/2015	WR FREE ENROLLMENTS		-4.25	0.00	0.00	-4.25
	26423204	09/22/2015	WYNREWARDS 5%		196.00	0.00	1.86	197.86
	31063781	09/29/2015	SUPERB TRAINING		170.00	12.53	1.19	183.72
	43323614	09/30/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	0.87	146.67
	43345904	09/30/2015	Accrual-1000A-ROYALTY FEE		1,511.10	0.00	9.07	1,520.17
	43345905	09/30/2015	Accrual-1215A-ADVERTISING		906.66	0.00	5.44	912.10
Sub Total:					3,165.31	22.53	20.03	3,207.87
OCT-2015	101669	10/31/2015	RETRAINFEE-OCT2015-1		250.00	0.00	0.00	250.00
	26427161	10/22/2015	WYNREWARDS BONUS		10.00	0.00	0.00	10.00
	26433939	10/22/2015	WR FREE ENROLLMENTS		-16.00	0.00	0.00	-16.00
	26433940	10/22/2015	WYNREWARDS 5%		133.20	0.00	0.00	133.20
	43352853	10/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	0.00	145.80
	43373563	10/31/2015	Accrual-1215A-ADVERTISING		1,435.08	0.00	0.00	1,435.08
	43374501	10/31/2015	Accrual-1000A-ROYALTY FEE		2,391.80	0.00	0.00	2,391.80
	TM0591148	10/19/2015	MEMBER BENEFIT COMM		16.48	0.00	0.00	16.48
Sub Total:					4,356.36	10.00	0.00	4,366.36
Grand Total:					61,234.51	435.36	12,863.66	74,533.53

Requested By: Yelena Danishevsky

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 12 Nov 2015

Tracking Number:

1Z22445X0299423112

1 Address Information

Ship To:
Kosaa Lodging, Inc.
Mr. Kunal Kirpekar
646 Lake Street South
LONG PRAIRIE MN 563471533

Ship From:
Wyndham Hotel Group - 22 Sylvan
Nicole Hassaballa
22 Sylvan Way
Parsippany NJ 07054
Telephone: 973-753-8198

Return Address:
Wyndham Hotel Group - 22 Sylvan
Nicole Hassaballa
22 Sylvan Way
Parsippany NJ 07054
Telephone: 973-753-8198

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service: UPS 2nd Day Air
Guaranteed By: End of Day Monday, Nov 16, 2015
Shipping Fees Subtotal: 24.04 USD
Transportation: 20.85 USD
Fuel Surcharge: 1.04 USD
Delivery Area Surcharge- Extended:
Package 1: 2.35 USD

4 Payment Information

Bill Shipping Charges to:

Shipper's Account 22445X

Charges: 24.04 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 9.63 USD

Total Charges: 9.63 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Exhibit

F

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 fax (800) 880-9445

February 8, 2016

VIA 2 DAY DELIVERY METHOD

Mr. Kunal Kirpekar
Kosaa Lodging, Inc.
646 Lake Street South
Long Prairie, MN 56347

Re: **NOTICE OF CONTINUING MONETARY DEFAULT** relating to Super 8® System Unit #3039-95895-3 located in Long Prairie, MN (the "Facility")

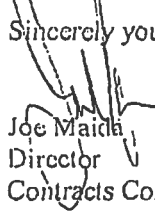
Dear Mr. Kirpekar:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated May 31, 2002, as amended, between Kirpekar's, ("you" or "your") and us (the "Agreement"). You will recall that, on April 17, 2015, May 26, 2015, September 4, 2015, and November 12, 2015, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within sixty (60) days. However, you did not cure your defaults within the time permitted.

Your failure to cure your defaults within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of sixty (60) days from the date of this letter to cure your default. Please be advised that as of February 8, 2016, your account is now past due in the amount of \$84,292.19. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,


Joe Maich
Director
Contracts Compliance

cc: Mike Mueller
Dianna Bayas
Michael Piccola
Suzanne Fenimore

DOLCE
HOTELS & RESORTS

WYNDHAM GRAND
HOTELS AND RESORTS

WYNDHAM
HOTELS AND RESORTS

WYNDHAM
GARDEN HOTELS

WYNDHAM
CLUBS

WINGATE
BY WYNDHAM

HAWTHORN
SUITES BY WYNDHAM

MICROTEL
BY WYNDHAM

RAMADA
BY WYNDHAM

BAYMONT
BY WYNDHAM

Days Inn

8

Howard Johnson

Travelodge

Knight
Ridgen

ITEMIZED STATEMENT

Report Date: 08-Feb-2016

As of Date (DD-MMM-YYYY) : 08-Feb-2016
 Customer No : 03039-95895-03-SUP
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included : Yes
 Customer No : 03039-95895-03-SUP
 Address : 646 LAKE STREET SOUTH, LONG
 PRAIRIE, MN, 56347-1533, US
 As of Date : 08-Feb-2016



Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
NOV-2012	10646075	11/01/2012	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	7.28	7.28
	10646077	11/01/2012	GUEST SATISFACTION		50.00	0.00	26.23	76.23
			Sub Total:		50.00	0.00	33.51	83.51
FEB-2013	10657531	02/14/2013	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	82.40	242.40
	10657533	02/14/2013	GUEST SATISFACTION		40.00	0.00	20.60	60.60
			Sub Total:		200.00	0.00	103.00	303.00
MAR-2013	42472817	03/31/2013	5096A-WYNGUEST SW MAINT		124.28	8.54	65.43	198.25
	42491230	03/31/2013	Actual-1000A-ROYALTY FEE		534.74	0.00	263.37	798.11
	42491231	03/31/2013	Actual-1215A-ADVERTISING		320.85	0.00	157.93	478.78
			Sub Total:		979.87	8.54	486.73	1,475.14
APR-2013	10668669	04/18/2013	GUEST SATISFACTION		40.00	0.00	19.34	59.34
	10667097	04/18/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	77.36	237.36
	26271261	04/22/2013	WYNREWARDS 5%		182.12	0.00	87.63	269.75
	30783745	04/05/2013	GLOBAL CONFERENCE		1,040.00	0.00	444.31	1,483.31
	42501942	04/30/2013	5715A-HughesNet VSAT		160.00	11.00	81.70	252.70
	42501955	04/30/2013	5096A-WYNGUEST SW MAINT		124.28	8.54	63.43	196.25
	42518007	04/30/2013	Actual-1000A-ROYALTY FEE		778.84	0.00	371.85	1,150.79
	42516008	04/30/2013	Actual-1215A-ADVERTISING		467.38	0.00	223.12	690.48
			Sub Total:		2,961.70	19.54	1,368.74	4,349.98
MAY-2013	26275452	05/22/2013	WYNREWARDS 5%		121.85	0.00	58.89	178.74

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	42533112	05/31/2013	5096A-WYNGUEST SW MAINT		124.28	8.54	61.38	194.20
	42534488	05/31/2013	5715A-HughesNet VSAT		160.00	11.00	79.04	250.04
	42546793	05/31/2013	Actual-1000A-ROYALTY FEE		1,043.16	0.00	481.67	1,524.83
	42546794	05/31/2013	Actual-1215A-ADVERTISING		625.90	0.00	288.98	914.88
	Sub Total:				2,075.19	19.54	967.96	3,062.69
JUN-2013	10678521	06/20/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	72.32	232.32
	10678741	06/20/2013	GUEST SATISFACTION		60.00	0.00	27.12	87.12
	26278902	06/22/2013	WYNREWARDS 5%		215.80	0.00	97.30	313.10
	42558057	06/30/2013	5096A-WYNGUEST SW MAINT		124.28	8.54	59.38	192.20
	42558233	06/30/2013	5715A-HughesNet VSAT		160.00	11.00	76.48	247.48
	42577593	06/30/2013	Actual-1000A-ROYALTY FEE		1,215.65	0.00	543.33	1,758.98
	42577634	06/30/2013	Actual-1215A-ADVERTISING		728.39	0.00	326.08	1,055.47
	Sub Total:				2,665.12	19.54	1,202.01	3,886.67
JUL-2013	26282556	07/22/2013	WYNREWARDS 5%		329.25	0.00	143.53	472.78
	42591724	07/31/2013	5715A-HughesNet VSAT		160.00	11.00	73.83	244.83
	42594091	07/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	59.01	195.82
	42609921	07/31/2013	Actual-1000A-ROYALTY FEE		1,415.87	0.00	611.00	2,026.87
	42610050	07/31/2013	Actual-1215A-ADVERTISING		849.52	0.00	366.56	1,216.08
	Sub Total:				2,882.65	19.80	1,253.93	4,156.38
AUG-2013	26286152	08/22/2013	WYNREWARDS 5%		250.03	0.00	105.19	355.22
	30829180	08/22/2013	On Site Fee		100.00	0.00	42.35	142.35
	42619896	08/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	58.90	193.71
	42619857	08/31/2013	5715A-HughesNet VSAT		160.00	11.00	71.17	242.17
	42636181	08/31/2013	Actual-1000A-ROYALTY FEE		1,273.56	0.00	529.76	1,803.34
	42636192	08/31/2013	Actual-1215A-ADVERTISING		764.14	0.00	317.83	1,081.97
	Sub Total:				2,675.74	19.80	1,123.22	3,818.76
SEP-2013	26289899	09/22/2013	WYNREWARDS 5%		253.85	0.00	102.78	356.63
	30839189	09/17/2013	SUPER8 TRAINING		170.00	11.69	74.10	255.79
	42647456	09/30/2013	5715A-HughesNet VSAT		160.00	11.00	68.61	239.61
	42649410	09/30/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	54.84	191.65
	42666188	09/30/2013	Actual-1000A-ROYALTY FEE		1,130.47	0.00	453.83	1,584.10
	42668312	09/30/2013	Actual-1215A-ADVERTISING		678.28	0.00	272.12	950.40
	Sub Total:				2,520.61	31.49	1,026.08	3,578.18
OCT-2013	26292588	10/22/2013	WYNREWARDS 5%		237.38	0.00	92.58	329.96
	42679716	10/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	52.73	189.54
	42681748	10/31/2013	5715A-HughesNet VSAT		160.00	11.00	65.95	236.95
	42694267	10/31/2013	Actual-1215A-ADVERTISING		504.47	0.00	194.48	698.95
	42694488	10/31/2013	Actual-1000A-ROYALTY FEE		840.79	0.00	324.08	1,164.87
	Sub Total:				1,870.65	19.80	729.82	2,620.27

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
NOV-2013	10709412	11/07/2013	GUEST SATISFACTION		50.00	0.00	19.16	69.16
	10709839	11/07/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	61.12	221.12
	26295355	11/22/2013	WYNREWARDS 5%		265.26	0.00	99.33	364.59
	42708796	11/30/2013	5715A-HughesNet VSAT		160.00	11.00	83.39	234.39
	42709783	11/30/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	50.67	187.48
	42723478	11/30/2013	Actual-1000A-ROYALTY FEE		874.77	0.00	324.10	1,198.87
	42723479	11/30/2013	Actual-1215A-ADVERTISING		524.86	0.00	194.48	719.34
Sub Total:					2,162.90	19.80	812.25	2,994.95
DEC-2013	26288888	12/22/2013	WYNREWARDS 5%		170.87	0.00	61.41	232.28
	42732276	12/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	48.55	185.36
	42734080	12/31/2013	5715A-HughesNet VSAT		160.00	11.00	60.74	231.74
	42754528	12/31/2013	Actual-1000A-ROYALTY FEE		686.20	0.00	243.61	929.81
	42755326	12/31/2013	Actual-1215A-ADVERTISING		411.72	0.00	146.17	557.89
	TM0432422	12/27/2013	MEMBER BENEFIT COMM		10.30	0.00	3.62	13.92
Sub Total:					1,567.10	19.80	564.10	2,151.00
JAN-2014	26303260	01/22/2014	WYNREWARDS 5%		157.63	0.00	54.17	211.80
	42762265	01/31/2014	5096A-WYNGUEST SW MAINT		128.01	8.80	46.43	183.24
	42762675	01/31/2014	5715A-HughesNet VSAT		160.00	11.00	58.09	229.09
	42783937	01/31/2014	Actual-1000A-ROYALTY FEE		469.48	0.00	159.39	628.87
	42783940	01/31/2014	Actual-1215A-ADVERTISING		281.69	0.00	95.69	377.38
Sub Total:					1,196.81	19.80	413.77	1,630.38
FEB-2014	26308283	02/22/2014	WYNREWARDS 5%		121.90	0.00	40.06	161.96
	42792386	02/28/2014	5715A-HughesNet VSAT		160.00	11.00	55.70	226.70
	42794734	02/28/2014	5096A-WYNGUEST SW MAINT		128.01	8.80	44.51	181.32
	42810020	02/28/2014	Actual-1000A-ROYALTY FEE		188.61	0.00	61.37	249.98
	42810023	02/28/2014	Actual-1215A-ADVERTISING		113.16	0.00	36.83	149.99
Sub Total:					711.68	19.80	238.47	969.95
MAY-2014	30911300	05/05/2014	Reservation Restriction Log		4,000.00	0.00	1,170.00	5,170.00
Sub Total:					4,000.00	0.00	1,170.00	5,170.00
JUN-2014	1477257	06/25/2014	GDS & INTERNET BKGS		19.85	0.00	5.18	24.83
	26327395	06/22/2014	WYNREWARDS 5%		425.92	0.00	114.36	540.28
	26328376	06/22/2014	WYNREWARDS BONUS		2.50	0.00	0.70	3.20
	26329021	06/22/2014	WYNREWARDS BONUS		15.00	0.00	4.05	19.05
	TA0477257	06/25/2014	T/A COMMISSIONS		48.01	0.00	12.80	60.81
	TC0477257	06/25/2014	T/A COMM SERVICE CHG		5.73	0.00	1.55	7.28
	TM0477257	06/25/2014	MEMBER BENEFIT COMM		11.68	0.00	3.14	14.82
Sub Total:					528.49	0.00	141.78	670.27

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
AUG-2014	10753703	08/07/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	39.28	199.28
	10755161	08/07/2014	GUEST SATISFACTION		45.00	0.00	11.08	56.08
	Sub Total:				205.00	0.00	50.36	255.36
SEP-2014	1496739	09/28/2014	GDS & INTERNET BKGS		62.50	0.00	13.81	76.31
	26344365	09/22/2014	WYNREWARDS BONUS		25.00	0.00	5.59	30.59
	26344616	09/22/2014	WYNREWARDS 5%		346.66	0.00	77.13	423.79
	TA0496739	09/26/2014	T/A COMMISSIONS		127.48	0.00	28.11	155.59
	TC0496739	09/26/2014	T/A COMM SERVICE CHG		21.68	0.00	4.81	26.49
	TM0496739	09/26/2014	MEMBER BENEFIT COMM		50.38	0.00	11.14	61.52
	TR0496739	09/26/2014	TMC / CONSORTIA		32.41	0.00	7.16	39.57
	Sub Total:				666.11	0.00	147.75	813.86
OCT-2014	10770478	10/09/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	34.24	194.24
	10771067	10/09/2014	GUEST SATISFACTION		168.24	0.00	36.00	204.24
	26349884	10/22/2014	WYNREWARDS BONUS		10.00	0.00	2.11	12.11
	26351301	10/22/2014	WYNREWARDS BONUS		5.00	0.00	1.07	6.07
	30963160	10/17/2014	GLOBAL CONFERENCE		1,049.00	0.00	148.97	1,197.97
	Sub Total:				1,392.24	0.00	222.39	1,614.63
NOV-2014	1509159	11/20/2014	GDS & INTERNET BKGS		19.65	0.00	3.74	23.39
	26354689	11/22/2014	WYNREWARDS BONUS		5.00	0.00	0.99	5.99
	26355672	11/22/2014	WYNREWARDS BONUS		2.50	0.00	0.50	3.00
	26356061	11/22/2014	WYNREWARDS 5%		311.91	0.00	59.87	371.78
	43044982	11/30/2014	5098A-WYNGUEST SW MAINT		131.85	9.06	26.45	167.36
	43046331	11/30/2014	5715A-HughesNet VSAT		160.00	11.00	32.18	203.18
	43088664	11/30/2014	Actual-1000A-ROYALTY FEE		741.12	0.00	139.71	880.83
	43089665	11/30/2014	Actual-1215A-ADVERTISING		444.67	0.00	83.79	528.46
	TA0509159	11/20/2014	T/A COMMISSIONS		29.08	0.00	5.64	34.72
	TC0509159	11/20/2014	T/A COMM SERVICE CHG		5.52	0.00	1.07	6.59
	TM0509159	11/20/2014	MEMBER BENEFIT COMM		40.60	0.00	7.85	48.45
	TR0509159	11/20/2014	TMC / CONSORTIA		45.44	0.00	8.76	54.20
	Sub Total:				1,937.34	20.06	370.55	2,327.95
DEC-2014	10782630	12/17/2014	GUEST SATISFACTION		158.88	0.00	28.49	187.37
	10782968	12/17/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	28.72	188.72
	1521818	12/30/2014	GDS & INTERNET BKGS		12.10	0.00	2.09	14.19
	26361485	12/22/2014	WYNREWARDS 5%		380.92	0.00	67.38	448.30
	43074837	12/31/2014	5715A-HughesNet VSAT		160.00	11.00	29.53	200.53
	43075201	12/31/2014	5098A-WYNGUEST SW MAINT		131.85	9.06	24.27	165.18
	43096976	12/31/2014	Actual-1000A-ROYALTY FEE		648.88	0.00	112.27	762.25
	43097139	12/31/2014	Actual-1215A-ADVERTISING		389.99	0.00	67.36	457.35
	TA0515631	12/17/2014	T/A COMMISSIONS		75.18	0.00	13.51	88.69

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TA0521818	12/30/2014	T/A COMMISSIONS		43.49	0.00	7.51	51.00
	TC0521818	12/30/2014	T/A COMM SERVICE CHG		5.58	0.00	0.95	6.53
	TM0515831	12/17/2014	MEMBER BENEFIT COMM		25.86	0.00	4.63	30.49
	TM0521818	12/30/2014	MEMBER BENEFIT COMM		30.75	0.00	5.32	36.07
	Sub Total:				2,224.58	20.06	392.03	2,638.67
JAN-2015	1528419	01/26/2015	GDS & INTERNET BKGS		23.20	0.00	3.71	26.91
	26367599	01/22/2015	WYNREWARDS 5%		250.45	0.00	40.48	290.91
	43101980	01/31/2015	5715A-HughesNet VSAT		160.00	11.80	26.98	198.78
	43102953	01/31/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	22.19	163.75
	43127937	01/31/2015	Actual-1000A-ROYALTY FEE		389.70	0.00	58.13	427.83
	43127938	01/31/2015	Actual-1215A-ADVERTISING		221.82	0.00	34.88	256.70
	TA0528419	01/26/2015	T/A COMMISSIONS		32.34	0.00	5.19	37.53
	TC0528419	01/26/2015	T/A COMM SERVICE CHG		2.74	0.00	0.42	3.16
	TR0528419	01/26/2015	TMC / CONSORTIA		2.03	0.00	0.31	2.34
	Sub Total:				1,194.13	21.51	192.27	1,407.91
FEB-2015	26372866	02/22/2015	WYNREWARDS 5%		116.80	0.00	17.04	133.84
	43130423	02/28/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	20.21	161.77
	43131438	02/28/2015	5715A-HughesNet VSAT		160.00	11.80	24.57	196.37
	43154472	02/28/2015	Actual-1000A-ROYALTY FEE		513.59	0.00	73.43	587.02
	43154473	02/28/2015	Actual-1215A-ADVERTISING		308.15	0.00	44.06	352.21
	Sub Total:				1,230.39	21.51	179.31	1,431.21
MAR-2015	26378642	03/22/2015	WYNREWARDS 5%		80.63	0.00	10.65	91.28
	43157990	03/31/2015	5715A-HughesNet VSAT		160.00	11.80	21.91	193.71
	43159869	03/31/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	18.02	159.58
	43183369	03/31/2015	Actual-1000A-ROYALTY FEE		464.19	0.00	58.45	522.64
	43183370	03/31/2015	Actual-1215A-ADVERTISING		278.51	0.00	35.09	313.60
	Sub Total:				1,115.18	21.51	144.12	1,280.81
APR-2015	26386055	04/22/2015	WYNREWARDS 5%		240.43	0.00	28.03	268.46
	31017680	04/30/2015	HUGHESNET DECOMMISSION FEES		326.00	0.00	36.68	362.68
	43186839	04/30/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	15.90	157.46
	43187318	04/30/2015	5715A-HughesNet VSAT		160.00	11.80	19.33	191.13
	43209687	04/30/2015	Actual-1000A-ROYALTY FEE		468.84	0.00	52.49	521.33
	43209689	04/30/2015	Actual-1215A-ADVERTISING		281.31	0.00	31.50	312.81
	Sub Total:				1,608.43	21.51	183.93	1,813.87
MAY-2015	26392071	05/22/2015	WYNREWARDS 5%		226.53	0.00	22.98	249.51
	43213202	05/31/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	13.71	155.27
	43237031	05/31/2015	Actual-1215A-ADVERTISING		511.00	0.00	59.28	670.29
	43239305	05/31/2015	Actual-1000A-ROYALTY FEE		1,018.34	0.00	98.78	1,117.12
	Sub Total:				1,887.72	9.71	194.76	2,192.19

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JUN-2015	28396750	06/22/2015	WYNREWARDS 5%		488.80	0.00	40.30	508.80
	31033738	06/30/2015	TMC RADIUS CREDIT		-11.55	0.00	0.00	-11.55
	43240870	06/30/2015	5096A-WYNGUEST SW MAINT		131.83	9.71	11.59	153.13
	43265700	06/30/2015	Actual-1000A-ROYALTY FEE		1,996.25	0.00	163.69	2,159.94
	43265886	06/30/2015	Actual-1215A-ADVERTISING		1,197.75	0.00	98.23	1,295.98
Sub Total:					3,782.88	9.71	313.81	4,106.40
JUL-2015	26404023	07/22/2015	WYNREWARDS 5%		338.55	0.00	24.05	362.60
	43268985	07/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	9.89	155.49
	43293365	07/31/2015	Accrual-1000A-ROYALTY FEE	*	2,266.85	0.00	150.75	2,417.60
	43293366	07/31/2015	Accrual-1215A-ADVERTISING	*	1,380.11	0.00	90.44	1,450.55
Sub Total:					4,101.31	10.00	274.93	4,386.24
AUG-2015	26415612	08/22/2015	WYNREWARDS 5%		258.34	0.00	14.33	272.67
	43298640	08/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	7.43	153.23
	43320354	08/31/2015	Accrual-1000A-ROYALTY FEE	*	1,735.55	0.00	85.52	1,824.07
	43320356	08/31/2015	Accrual-1215A-ADVERTISING	*	1,041.33	0.00	53.11	1,094.44
Sub Total:					3,171.02	10.00	163.39	3,344.41
SEP-2015	100235	09/30/2015	RETRAINFEE-SEP2015-0		250.00	0.00	9.01	259.01
	26423203	09/22/2015	WR FREE ENROLLMENTS		-4.25	0.00	0.00	-4.25
	26423204	09/22/2015	WYNREWARDS 5%		196.00	0.00	7.84	203.84
	31063781	09/29/2015	SUPER8 TRAINING		170.00	12.53	6.87	189.20
	43323814	09/30/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	5.24	151.04
	43345904	09/30/2015	Accrual-1000A-ROYALTY FEE	*	1,511.10	0.00	54.40	1,565.50
	43345905	09/30/2015	Accrual-1215A-ADVERTISING	*	906.66	0.00	32.64	939.30
Sub Total:					3,165.31	22.53	115.80	3,303.64
OCT-2015	101669	10/31/2015	RETRAINFEE-OCT2015-1		250.00	0.00	5.13	255.13
	26427161	10/22/2015	WYNREWARDS BONUS		10.00	0.00	0.26	10.26
	26433839	10/22/2015	WR FREE ENROLLMENTS		-16.00	0.00	0.00	-16.00
	26433940	10/22/2015	WYNREWARDS 5%		133.20	0.00	3.33	136.53
	43352853	10/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	2.99	148.79
	43373563	10/31/2015	Accrual-1215A-ADVERTISING	*	1,435.08	0.00	29.42	1,464.50
	43374501	10/31/2015	Accrual-1000A-ROYALTY FEE	*	2,391.80	0.00	49.03	2,440.83
	TM0591148	10/19/2015	MEMBER BENEFIT COMM		16.48	0.00	0.44	16.92
Sub Total:					4,356.36	10.00	90.60	4,456.96
NOV-2015	102023	11/30/2015	RETRAINFEE-NOV2015-0		250.00	0.00	1.38	251.38
	26440475	11/22/2015	WYNREWARDS 5%		238.60	0.00	2.27	240.87
	43380055	11/30/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	0.80	146.60
	43400701	11/30/2015	Accrual-1000A-ROYALTY FEE	*	1,597.50	0.00	8.79	1,606.29
	43400704	11/30/2015	Accrual-1215A-ADVERTISING	*	958.50	0.00	5.27	963.77
Sub Total:					3,180.40	10.00	18.51	3,208.91

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
DEC-2015	103331	12/31/2015	RETRAINFEE-DEC2015-0		250.00	0.00	0.00	250.00
	10860309	12/09/2015	GUEST SATISFACTION		77.35	0.00	0.08	77.43
	10860529	12/09/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.16	160.16
	10863273	12/30/2015	GUEST SATISFACTION		87.30	0.00	0.00	87.30
	10863523	12/30/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	0.00	160.00
	26452062	12/22/2015	WYNREWARDS 5%		164.55	0.00	0.00	164.55
	43405327	12/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	0.00	145.80
	43426991	12/31/2015	Accrual-1000A ROYALTY FEE	*	1,560.95	0.00	0.00	1,560.95
	43426992	12/31/2015	Accrual-1215A-ADVERTISING	*	936.57	0.00	0.00	936.57
	Sub Total:				3,532.52	10.00	0.24	3,542.76
JAN-2016	104212	01/31/2016	RETRAINFEE-JAN2016-0		250.00	0.00	0.00	250.00
	26460275	01/22/2016	WYNREWARDS 5%		27.00	0.00	0.00	27.00
	43433802	01/31/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	0.00	145.80
	43455235	01/31/2016	Accrual-1215A-ADVERTISING	*	291.18	0.00	0.00	291.18
	43455236	01/31/2016	Accrual-1000A-ROYALTY FEE	*	485.30	0.00	0.00	485.30
	Sub Total:				1,189.28	10.00	0.00	1,199.28
FEB-2016	31112485	02/05/2016	AHLA FEE		48.00	0.00	0.00	48.00
	Sub Total:				48.00	0.00	0.00	48.00
Grand Total:				69,136.71	465.36	14,690.12	84,292.19	

Requested By: Kristine Violette

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 08 Feb 2016

Tracking Number:

1Z22445X0297992752

1 Address Information

Ship To:
Kosaa Lodging, Inc.
Mr. Kunal Kirpekar
646 Lake Street South
LONG PRAIRIE MN 583471533

Ship From:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone: 9737537204

Return Address:
Wyndham Hotel Group - 22 Sylvan
Kristine Violette
22 Sylvan Way
Parsippany NJ 07054
Telephone: 9737537204

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service: UPS 2nd Day Air
Delivery Date: End of Day Wednesday, Feb 10, 2016
Shipping Fees Subtotal: 25.64 USD
Transportation: 22.44 USD
Fuel Surcharge: 0.75 USD
Delivery Area Surcharge- Extended:
Package 1: 2.45 USD

4 Payment Information

Bill Shipping Charges to:

Shipper's Account 22445X

Charges: 25.64 USD

A discount has been applied to the Daily rates for this shipment

Negotiated Charges: 9.88 USD

Total Charges: 9.88 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Exhibit G

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 fax (800) 880-9445

July 27, 2016

VIA 2 DAY DELIVERY METHOD

Mr. Kunal Kirpekar
Kosaa Lodging, Inc.
646 Lake Street South
Long Prairie, MN 56347

Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® Unit #3039-95895-3 located in Long Prairie, MN (the "Facility")

Dear Mr. Kirpekar:

I write on behalf of Super 8 Worldwide, Inc., successor in interest to Super 8 Motels, Inc., ("we," "us," or "our") regarding the Franchise Agreement dated May 31, 2002, as amended, between Kirpekar's, ("you" or "your") and us (the "Agreement"). You will recall that, on February 11, 2015, May 26, 2015, September 4, 2015, November 12, 2015, and February 8, 2016, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within sixty (60) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of sixty (60) days from the date of this letter to cure your default. Please be advised that as of July 26, 2016, your account is now past due in the amount of **\$94,301.40**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,


Joe Maida
Director
Contracts Compliance

Enclosure

cc: Mike Mueller
Dianna Bayas
Michael Piccola
Suzanne Fenimore

DOLCE
HOTELS & RESORTS

WYNDHAM GRAND
HOTELS AND RESORTS

WYNDHAM
HOTELS AND RESORTS

WYNDHAM
GARDEN HOTELS

TRYP

WINGATE
BY WYNDHAM

HAWTHORN
HOTELS BY WYNDHAM

MICROTEL
BY WYNDHAM

RAMADA
BY WYNDHAM

DAYMONT
HOTELS & RESORTS

Days Inn

Super 8

Howard Johnson

Travelodge

Knights
Inn

ITEMIZED STATEMENT

Report Date: 26-Jul-2016

As of Date (DD-MMM-YYYY) : 26-Jul-2016
 Customer No : 03039-95895-03-SUP
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included : Yes



Customer No : 03039-95895-03-SUP
 Address : 848 LAKE STREET SOUTH, LONG
 PRAIRIE, MN, 56347-1533, US
 As of Date : 26-Jul-2016

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
NOV-2012	10648075	11/01/2012	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	7.28	7.28
	10648077	11/01/2012	GUEST SATISFACTION		50.00	0.00	27.77	77.77
	Sub Total:				50.00	0.00	35.05	85.05
FEB-2013	10657531	02/14/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	96.96	256.96
	10657533	02/14/2013	GUEST SATISFACTION		40.00	0.00	24.24	64.24
	Sub Total:				200.00	0.00	121.20	321.20
APR-2013	10667097	04/18/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	91.92	251.92
	Sub Total:				160.00	0.00	91.92	251.92
MAY-2013	42534488	05/31/2013	5715A-HughesNet VSAT		160.00	11.00	94.61	265.61
	42546793	05/31/2013	Actual-1000A-ROYALTY FEE		1,043.18	0.00	576.61	1,619.77
	42546794	05/31/2013	Actual-1215A-ADVERTISING		625.90	0.00	345.94	971.84
	Sub Total:				1,829.08	11.00	1,017.16	2,857.22
JUN-2013	10678521	06/20/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	86.88	246.88
	10678741	06/20/2013	GUEST SATISFACTION		60.00	0.00	32.58	92.58
	26278902	06/22/2013	WYNREWARDS 5%		215.80	0.00	116.93	332.73
	42558057	06/30/2013	5098A-WYNGUEST SW MAINT		124.28	8.54	71.47	204.29
	42558233	06/30/2013	5715A-HughesNet VSAT		160.00	11.00	92.05	263.05
	42577593	06/30/2013	Actual-1000A-ROYALTY FEE		1,215.65	0.00	653.94	1,869.59
	42577634	06/30/2013	Actual-1215A-ADVERTISING		729.39	0.00	392.47	1,121.86

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Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,665.12	19.54	1,446.32	4,130.98
JUL-2013	26282556	07/22/2013	WYNREWARDS 5%		329.25	0.00	173.48	502.73
	42591724	07/31/2013	5715A-HughesNet VSAT		160.00	11.00	89.40	260.40
	42594091	07/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	71.45	208.26
	42609921	07/31/2013	Actual-1000A-ROYALTY FEE		1,415.87	0.00	739.88	2,155.73
	42610050	07/31/2013	Actual-1215A-ADVERTISING		849.52	0.00	443.87	1,293.39
				Sub Total:	2,882.65	19.80	1,518.06	4,420.51
AUG-2013	26286152	08/22/2013	WYNREWARDS 5%		250.03	0.00	127.98	377.99
	30829180	08/22/2013	On Site Fee		100.00	0.00	51.45	151.45
	42619696	08/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	89.34	206.15
	42619857	08/31/2013	5715A-HughesNet VSAT		160.00	11.00	88.74	257.74
	42636191	08/31/2013	Actual-1000A-ROYALTY FEE		1,273.58	0.00	645.67	1,919.23
				Sub Total:	2,675.74	19.80	1,368.51	4,084.05
SEP-2013	26289899	09/22/2013	WYNREWARDS 5%		253.85	0.00	125.87	379.72
	30839189	09/17/2013	SUPER8 TRAINING		170.00	11.89	90.65	272.34
	42647456	09/30/2013	5715A-HughesNet VSAT		160.00	11.00	84.18	255.18
	42649410	09/30/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	67.28	204.09
	42666188	09/30/2013	Actual-1000A-ROYALTY FEE		1,130.47	0.00	556.50	1,686.97
				Sub Total:	2,520.61	31.49	1,258.31	3,810.41
OCT-2013	26292588	10/22/2013	WYNREWARDS 5%		237.38	0.00	114.18	351.56
	42679718	10/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	65.17	201.98
	42681748	10/31/2013	5715A-HughesNet VSAT		160.00	11.00	81.52	252.52
	42694287	10/31/2013	Actual-1215A-ADVERTISING		504.47	0.00	240.39	744.86
	42694488	10/31/2013	Actual-1000A-ROYALTY FEE		840.79	0.00	400.58	1,241.37
				Sub Total:	1,870.65	19.80	901.64	2,792.29
NOV-2013	10709412	11/07/2013	GUEST SATISFACTION		50.00	0.00	23.73	73.73
	10709839	11/07/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	75.68	235.68
	26295355	11/22/2013	WYNREWARDS 5%		265.26	0.00	123.47	388.73
	42708796	11/30/2013	5715A-HughesNet VSAT		160.00	11.00	78.96	249.96
	42709783	11/30/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	63.11	199.92
				Sub Total:	2,162.90	19.80	1,010.90	3,193.60
DEC-2013	26298868	12/22/2013	WYNREWARDS 5%		170.87	0.00	78.98	247.83
	42732276	12/31/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	60.99	197.80

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	42734080	12/31/2013	5715A-HughesNet VSAT		160.00	11.00	76.31	247.31
	42754528	12/31/2013	Actual-1000A-ROYALTY FEE		686.20	0.00	306.06	992.26
	42755326	12/31/2013	Actual-1215A-ADVERTISING		411.72	0.00	183.84	595.36
	TM0432422	12/27/2013	MEMBER BENEFIT COMM		10.30	0.00	4.55	14.85
	Sub Total:				1,567.10	19.80	708.51	2,295.41
JAN-2014	26303260	01/22/2014	WYNREWARDS 5%		157.63	0.00	68.50	226.13
	42762265	01/31/2014	5096A-WYNGUEST SW MAINT		128.01	8.80	58.87	195.68
	42762675	01/31/2014	5715A-HughesNet VSAT		160.00	11.00	73.66	244.66
	42783937	01/31/2014	Actual-1000A-ROYALTY FEE		469.48	0.00	202.12	671.80
	42783940	01/31/2014	Actual-1215A-ADVERTISING		281.69	0.00	121.34	403.03
	Sub Total:				1,196.81	19.80	524.49	1,741.10
FEB-2014	26308283	02/22/2014	WYNREWARDS 5%		121.90	0.00	51.16	173.06
	42792396	02/28/2014	5715A-HughesNet VSAT		160.00	11.00	71.27	242.27
	42794734	02/28/2014	5096A-WYNGUEST SW MAINT		128.01	8.80	56.95	193.76
	42810020	02/28/2014	Actual-1000A-ROYALTY FEE		188.61	0.00	78.52	267.13
	42810023	02/28/2014	Actual-1215A-ADVERTISING		113.16	0.00	47.12	160.28
	Sub Total:				711.68	19.80	305.02	1,036.50
MAY-2014	30911300	05/05/2014	Reservation Restriction Log		4,000.00	0.00	1,534.00	5,534.00
	Sub Total:				4,000.00	0.00	1,534.00	5,534.00
JUN-2014	1477257	06/25/2014	GDS & INTERNET BKGS		19.65	0.00	6.84	26.59
	26327395	06/22/2014	WYNREWARDS 5%		425.92	0.00	153.12	579.04
	26328376	06/22/2014	WYNREWARDS BONUS		2.50	0.00	0.84	3.44
	26329021	06/22/2014	WYNREWARDS BONUS		15.00	0.00	5.42	20.42
	TA0477257	06/25/2014	T/A COMMISSIONS		48.01	0.00	17.16	65.17
	TC0477257	06/25/2014	T/A COMM SERVICE CHG		5.73	0.00	2.08	7.81
	TM0477257	06/25/2014	MEMBER BENEFIT COMM		11.88	0.00	4.21	15.89
	Sub Total:				528.49	0.00	189.87	718.36
AUG-2014	10753703	08/07/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	53.84	213.84
	10755161	08/07/2014	GUEST SATISFACTION		45.00	0.00	15.19	60.19
	Sub Total:				205.00	0.00	69.03	274.03
SEP-2014	1496739	09/26/2014	GDS & INTERNET BKGS		62.50	0.00	19.51	82.01
	26344365	09/22/2014	WYNREWARDS BONUS		25.00	0.00	7.88	32.88
	26344616	09/22/2014	WYNREWARDS 5%		348.66	0.00	108.87	455.33
	TA0496739	09/26/2014	T/A COMMISSIONS		127.48	0.00	39.72	167.20
	TC0496739	09/26/2014	T/A COMM SERVICE CHG		21.68	0.00	6.80	28.48
	TM0496739	09/26/2014	MEMBER BENEFIT COMM		50.38	0.00	15.73	66.11

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TR0498739	09/28/2014	TMC / CONSORTIA		32.41	0.00	10.11	42.52
				Sub Total:	666.11	0.00	208.42	874.53
OCT-2014	10770478	10/09/2014	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	48.80	208.80
	10771087	10/09/2014	GUEST SATISFACTION		188.24	0.00	51.31	219.55
	26349884	10/22/2014	WYNREWARDS BONUS		10.00	0.00	3.04	13.04
	26351301	10/22/2014	WYNREWARDS BONUS		5.00	0.00	1.54	6.54
	30963160	10/17/2014	GLOBAL CONFERENCE		1,049.00	0.00	244.44	1,293.44
				Sub Total:	1,392.24	0.00	349.13	1,741.37
NOV-2014	1509159	11/20/2014	GDS & INTERNET BKGS		19.85	0.00	5.50	25.15
	26354689	11/22/2014	WYNREWARDS BONUS		5.00	0.00	1.46	6.46
	26355672	11/22/2014	WYNREWARDS BONUS		2.50	0.00	0.74	3.24
	26356061	11/22/2014	WYNREWARDS 5%		311.91	0.00	88.24	400.15
	43044982	11/30/2014	5096A-WYNGUEST SW MAINT		131.85	9.06	39.25	180.16
	43046331	11/30/2014	5715A-HughesNet VSAT		180.00	11.00	47.75	218.75
	43069864	11/30/2014	Actual-1000A-ROYALTY FEE		741.12	0.00	207.17	948.29
	43069865	11/30/2014	Actual-1215A-ADVERTISING		444.67	0.00	124.25	568.92
	TA0509159	11/20/2014	T/A COMMISSIONS		29.08	0.00	8.29	37.37
	TC0509159	11/20/2014	T/A COMM SERVICE CHG		5.52	0.00	1.58	7.10
	TM0509159	11/20/2014	MEMBER BENEFIT COMM		40.60	0.00	11.55	52.15
	TR0509159	11/20/2014	TMC / CONSORTIA		45.44	0.00	12.88	58.32
				Sub Total:	1,937.34	20.06	548.66	2,506.06
DEC-2014	10782630	12/17/2014	GUEST SATISFACTION		158.88	0.00	42.93	201.81
	10782968	12/17/2014	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	43.28	203.28
	1521818	12/30/2014	GDS & INTERNET BKGS		12.10	0.00	3.20	15.30
	26361485	12/22/2014	WYNREWARDS 5%		380.92	0.00	102.02	482.94
	43074837	12/31/2014	5715A-HughesNet VSAT		180.00	11.00	45.10	216.10
	43075201	12/31/2014	5096A-WYNGUEST SW MAINT		131.85	9.06	37.07	177.98
	43096976	12/31/2014	Actual-1000A-ROYALTY FEE		649.98	0.00	171.40	821.38
	43097139	12/31/2014	Actual-1215A-ADVERTISING		389.99	0.00	102.83	492.82
	TA0515631	12/17/2014	T/A COMMISSIONS		75.18	0.00	20.37	95.55
	TA0521818	12/30/2014	T/A COMMISSIONS		43.49	0.00	11.45	54.94
	TC0521818	12/30/2014	T/A COMM SERVICE CHG		5.58	0.00	1.46	7.04
	TM0515631	12/17/2014	MEMBER BENEFIT COMM		25.86	0.00	6.98	32.84
	TM0521818	12/30/2014	MEMBER BENEFIT COMM		30.75	0.00	8.13	38.88
				Sub Total:	2,224.58	20.06	596.22	2,840.86
JAN-2015	1528419	01/26/2015	GDS & INTERNET BKGS		23.20	0.00	5.83	29.03
	26367599	01/22/2015	WYNREWARDS 5%		250.45	0.00	63.25	313.70
	43101980	01/31/2015	5715A-HughesNet VSAT		180.00	11.80	42.61	214.41
	43102953	01/31/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	35.05	176.61
	43127937	01/31/2015	Actual-1000A-ROYALTY FEE		369.70	0.00	91.78	461.48
	43127938	01/31/2015	Actual-1215A-ADVERTISING		221.82	0.00	55.08	276.90

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	TA0528419	01/26/2015	T/A COMMISSIONS		32.34	0.00	8.14	40.48
	TC0528419	01/26/2015	T/A COMM SERVICE CHG		2.74	0.00	0.86	3.40
	TR0528419	01/26/2015	TMC / CONSORTIA		2.03	0.00	0.49	2.52
			Sub Total:		1,194.13	21.51	302.89	1,518.53
FEB-2015	26372866	02/22/2015	WYNREWARDS 5%		116.80	0.00	27.66	144.46
	43130423	02/28/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	33.07	174.63
	43131438	02/28/2015	5715A-HughesNet VSAT		160.00	11.80	40.20	212.00
	43154472	02/28/2015	Actual-1000A-ROYALTY FEE		513.59	0.00	120.16	633.75
	43154473	02/28/2015	Actual-1215A-ADVERTISING		308.15	0.00	72.11	380.26
			Sub Total:		1,230.39	21.51	293.20	1,545.10
MAR-2015	26376642	03/22/2015	WYNREWARDS 5%		80.83	0.00	17.99	98.82
	43157990	03/31/2015	5715A-HughesNet VSAT		160.00	11.80	37.54	209.34
	43159869	03/31/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	30.88	172.44
	43183369	03/31/2015	Actual-1000A-ROYALTY FEE		464.19	0.00	100.67	564.86
	43183370	03/31/2015	Actual-1215A-ADVERTISING		278.51	0.00	60.45	338.96
			Sub Total:		1,115.18	21.51	247.53	1,384.22
APR-2015	26386055	04/22/2015	WYNREWARDS 5%		240.43	0.00	49.93	290.36
	31017680	04/30/2015	HUGHESNET DECOMMISSION FEES		326.00	0.00	66.34	392.34
	43186839	04/30/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	28.76	170.32
	43187316	04/30/2015	5715A-HughesNet VSAT		160.00	11.80	34.96	206.76
	43209687	04/30/2015	Actual-1000A-ROYALTY FEE		468.84	0.00	95.16	564.00
	43209689	04/30/2015	Actual-1215A-ADVERTISING		281.31	0.00	57.10	338.41
			Sub Total:		1,808.43	21.51	332.25	1,962.19
MAY-2015	26392071	05/22/2015	WYNREWARDS 5%		226.53	0.00	43.59	270.12
	43213202	05/31/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	26.57	168.13
	43237031	05/31/2015	Actual-1215A-ADVERTISING		611.00	0.00	114.90	725.90
	43239305	05/31/2015	Actual-1000A-ROYALTY FEE		1,018.34	0.00	191.45	1,209.79
			Sub Total:		1,987.72	9.71	376.51	2,373.94
JUN-2015	26396750	06/22/2015	WYNREWARDS 5%		468.60	0.00	82.93	551.53
	31033738	06/30/2015	TMC RADIUS CREDIT		-11.55	0.00	0.00	-11.55
	43240870	06/30/2015	5096A-WYNGUEST SW MAINT		131.83	9.71	24.45	165.99
	43265700	06/30/2015	Actual-1000A-ROYALTY FEE		1,898.25	0.00	345.34	2,341.59
	43265886	06/30/2015	Actual-1215A-ADVERTISING		1,197.75	0.00	207.25	1,405.00
			Sub Total:		3,782.88	9.71	659.97	4,452.56
JUL-2015	26404023	07/22/2015	WYNREWARDS 5%		338.55	0.00	54.87	393.42
	43268985	07/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	22.96	168.76
	43293385	07/31/2015	Actual-1000A-ROYALTY FEE		2,246.15	0.00	358.41	2,602.56
	43293386	07/31/2015	Actual-1215A-ADVERTISING		1,347.89	0.00	213.83	1,561.52

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	4,088.19	10.00	648.07	4,726.26
AUG-2015	26415812	08/22/2015	WYNREWARDS 5%		258.34	0.00	37.84	296.18
	43298840	08/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	20.70	166.50
	43320354	08/31/2015	Actual-1000A-ROYALTY FEE		1,731.95	0.00	246.35	1,978.30
	43320356	08/31/2015	Actual-1215A-ADVERTISING		1,039.17	0.00	147.81	1,186.98
	Sub Total:				3,165.26	10.00	452.70	3,627.96
SEP-2015	100235	09/30/2015	RETRAINFEE-SEP2015-0		250.00	0.00	31.78	281.78
	26423203	09/22/2015	WR FREE ENROLLMENTS		-4.25	0.00	0.00	-4.25
	26423204	09/22/2015	WYNREWARDS 5%		198.00	0.00	25.68	221.68
	31063781	09/29/2015	SUPER8 TRAINING		170.00	12.53	23.29	205.82
	43323814	09/30/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	18.51	164.31
	43345904	09/30/2015	Actual-1000A-ROYALTY FEE		1,534.00	0.00	192.61	1,726.61
	43345905	09/30/2015	Actual-1215A-ADVERTISING		920.40	0.00	115.57	1,035.97
	Sub Total:				3,201.95	22.53	407.44	3,631.92
OCT-2015	101689	10/31/2015	RETRAINFEE-OCT2015-1		250.00	0.00	27.90	277.90
	26427161	10/22/2015	WYNREWARDS BONUS		10.00	0.00	1.19	11.19
	26433939	10/22/2015	WR FREE ENROLLMENTS		-18.00	0.00	0.00	-16.00
	26433940	10/22/2015	WYNREWARDS 5%		133.20	0.00	15.44	148.64
	43352853	10/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	16.26	162.06
	43373563	10/31/2015	Actual-1215A-ADVERTISING		1,435.08	0.00	160.01	1,595.09
	43374501	10/31/2015	Actual-1000A-ROYALTY FEE		2,391.80	0.00	266.68	2,658.48
	TM0591148	10/19/2015	MEMBER BENEFIT COMM		16.48	0.00	1.96	18.44
	Sub Total:				4,356.36	10.00	489.44	4,855.80
NOV-2015	102023	11/30/2015	RETRAINFEE-NOV2015-0		250.00	0.00	24.15	274.15
	26440475	11/22/2015	WYNREWARDS 5%		238.60	0.00	23.99	262.59
	43380055	11/30/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	14.07	159.87
	43400701	11/30/2015	Actual-1000A-ROYALTY FEE		1,807.35	0.00	154.45	1,961.80
	43400704	11/30/2015	Actual-1215A-ADVERTISING		964.41	0.00	92.69	1,057.10
	Sub Total:				3,196.16	10.00	309.35	3,515.51
DEC-2015	103331	12/31/2015	RETRAINFEE-DEC2015-0		250.00	0.00	20.27	270.27
	10860309	12/09/2015	GUEST SATISFACTION		77.35	0.00	7.12	84.47
	10860529	12/09/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	14.72	174.72
	10863273	12/30/2015	GUEST SATISFACTION		87.30	0.00	7.11	94.41
	10863523	12/30/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	13.04	173.04
	26452062	12/22/2015	WYNREWARDS 5%		164.55	0.00	14.08	178.63
	43405327	12/31/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	11.81	157.61
	43426991	12/31/2015	Actual-1000A-ROYALTY FEE		1,535.85	0.00	125.67	1,661.52
	43426992	12/31/2015	Actual-1215A-ADVERTISING		921.51	0.00	75.40	996.91
	Sub Total:				3,492.38	10.00	289.22	3,791.58

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
JAN-2016	104212	01/31/2016	RETRAINFEE-JAN2016-0		250.00	0.00	16.39	266.39
	28480275	01/22/2016	WYNREWARDS 5%		27.00	0.00	1.90	28.90
	43433802	01/31/2016	5098A-WYNGUEST SW MAINT		135.80	10.00	9.56	155.36
	43455235	01/31/2016	Actual-1215A-ADVERTISING		291.18	0.00	19.07	310.25
	43455236	01/31/2016	Actual-1000A-ROYALTY FEE		485.30	0.00	31.78	517.08
Sub Total:					1,189.28	10.00	78.70	1,277.98
FEB-2016	104806	02/29/2016	RETRAINFEE-FEB2016-0		250.00	0.00	12.78	262.78
	26472014	02/22/2016	WYNREWARDS 5%		87.80	0.00	4.77	92.57
	31112485	02/05/2016	AHLA FEE		48.00	0.00	0.00	48.00
	43459665	02/29/2016	5098A-WYNGUEST SW MAINT		135.80	10.00	7.44	153.24
	43481461	02/29/2016	Actual-1000A-ROYALTY FEE		198.05	0.00	9.26	205.31
	43481469	02/29/2016	Actual-1215A-ADVERTISING		117.63	0.00	5.55	123.18
Sub Total:					835.08	10.00	39.78	884.86
MAR-2016	105503	03/31/2016	RETRAINFEE-MAR2016-0		250.00	0.00	8.88	258.88
	26474561	03/22/2016	WYNREWARDS 5%		71.70	0.00	2.87	74.57
	31124928	03/10/2016	OMEGA PROGRAM		5.00	0.36	0.24	5.60
	43486592	03/31/2016	5098A-WYNGUEST SW MAINT		135.80	10.00	5.18	150.98
	43506814	03/31/2016	Actual-1000A-ROYALTY FEE		335.90	0.00	11.63	347.53
	43506815	03/31/2016	Actual-1215A-ADVERTISING		201.54	0.00	8.97	208.51
Sub Total:					999.94	10.36	35.77	1,046.07
APR-2016	106210	04/30/2016	RETRAINFEE-APR2016-0		250.00	0.00	5.13	255.13
	26486329	04/22/2016	WYNREWARDS 5%		433.45	0.00	10.62	444.07
	31139977	04/06/2016	GLOBAL CONFERENCE		1,149.00	0.00	0.00	1,149.00
	43513370	04/30/2016	5098A-WYNGUEST SW MAINT		135.80	10.00	2.99	148.79
	43533117	04/30/2016	Actual-1000A-ROYALTY FEE		778.90	0.00	15.96	794.86
	43533118	04/30/2016	Actual-1215A-ADVERTISING		487.34	0.00	9.58	476.92
Sub Total:					3,214.49	10.00	44.28	3,268.77
MAY-2016	108851	05/31/2016	RETRAINFEE-MAY2016-1		250.00	0.00	1.25	251.25
	28494080	05/22/2016	WR FREE ENROLLMENTS		-3.25	0.00	0.00	-3.25
	28494081	05/22/2016	WYNREWARDS 5%		280.28	0.00	2.66	282.94
	43539857	05/31/2016	5098A-WYNGUEST SW MAINT		135.80	10.00	0.73	146.53
	43580679	05/31/2016	Actual-1000A-ROYALTY FEE		1,129.10	0.00	5.71	1,134.81
	43580680	05/31/2016	Actual-1215A-ADVERTISING		677.46	0.00	3.43	680.89
Sub Total:					2,469.39	10.00	13.78	2,493.17
JUN-2016	107945	06/30/2016	RETRAINFEE-JUN2016-0		250.00	0.00	0.00	250.00
	28507004	06/22/2016	WYNREWARDS 5%		454.56	0.00	0.00	454.56
	43569834	06/30/2016	5098A-WYNGUEST SW MAINT		135.85	10.00	0.00	145.85
	43586667	06/30/2016	Actual-1000A-ROYALTY FEE		1,003.20	0.00	0.00	1,003.20
	43586668	06/30/2016	Actual-1215A-ADVERTISING		601.92	0.00	0.00	601.92

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
Sub Total:					2,445.53	10.00	0.00	2,455.53
Grand Total:					74,998.80	479.10	18,823.50	94,301.40

Requested By: Kristine Violette

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 27 Jul 2016

Tracking Number:

1Z22445X0291054384

1 Address Information		
Ship To: Kosaa Lodging, Inc. Mr. Kunol Kirpekar 646 Lake Street South LONG PRAIRIE MN 563471533	Ship From: Wyndham Hotel Group - 22 Sylvan Kristine Violette 22 Sylvan Way Parsippany NJ 07054 Telephone: 9737537204 email: kristine.violette@wyn.com	Return Address: Wyndham Hotel Group - 22 Sylvan Kristine Violette 22 Sylvan Way Parsippany NJ 07054 Telephone: 9737537204 email: kristine.violette@wyn.com

2 Package Information			
Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options	
Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Friday, Jul 29, 2016
Shipping Fees Subtotal:	25.89 USD
Transportation	22.44 USD
Fuel Surcharge	1.00 USD
Delivery Area Surcharge- Extended	
Package 1	2.45 USD

4 Payment Information	
Bill Shipping Charges to:	Shipper's Account 22445X
Charges:	25.89 USD
A discount has been applied to the Daily rates for this shipment	
Negotiated Charges:	9.98 USD
Total Charges:	9.98 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Exhibit H

WYNDHAM

HOTEL GROUP

Compliance Department

22 Sylvan Way

Parsippany, New Jersey 07054

Phone (973) 753-6000 Fax (800) 880-9445

November 23, 2016

VIA 2 DAY DELIVERY METHOD

Mr. Kunal Kirpekar
Kosaa Lodging, Inc.
646 Lake Street South
Long Prairie, MN 56347

Re: NOTICE OF CONTINUING MONETARY DEFAULT relating to Super 8® Unit #3039-95895-3 located in Long Prairie, MN (the "Facility")

Dear Mr. Kirpekar:

I write on behalf of Super 8 Worldwide, Inc. (successor in interest to Super 8 Motels, Inc.) ("we," "us," or "our") regarding the Franchise Agreement dated May 31, 2002, as amended, between Kirpekar's, a sole proprietorship, ("you" or "your") and us (the "Agreement"). You will recall that, on February 11, 2015, May 26, 2015, September 4, 2015, November 12, 2015, February 8, 2016 and July 27, 2016, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within sixty (60) days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of sixty (60) days from the date of this letter to cure your default. Please be advised that as of November 23, 2016, your account is now past due in the amount of \$99,894.37. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (888) 575-4822.

Sincerely yours,


Joe Maida
Director
Contracts Compliance

Enclosure

cc: Mike Mueller
Alice Lazore
Dianna Bayas
Michael Piccola
Suzanne Fenimore

DOLCE

WYNDHAM GRAND
HOTELS AND RESORTS

WYNDHAM
HOTELS AND RESORTS

WYNDHAM
GARDEN HOTELS

DAYP

WINGATE
BY WYNDHAM

HAWTHORN
SUITES BY WYNDHAM

MICROTEL
BY WYNDHAM

RAMADA
BY WYNDHAM

BAYMONT
BY WYNDHAM

Days Inn

8

Howard Johnson

Travelodge

Knights
Inn

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 23 Nov 2016

Tracking Number:

1Z22445X0298311851

1 Address Information

Ship To:
KOSAA LODGING INC.
KUNAL KIRPEKAR
646 LAKE STREET SOUTH
LONG PRAIRIE MN 563471533

Ship From:
WYNDHAM HOTEL GROUP - 22
SYLVAN
KAREN CURRY
22 SYLVAN WAY
PARSIPPANY NJ 07054
Telephone: 9737537352

Return Address:
WYNDHAM HOTEL GROUP - 22
SYLVAN
KAREN CURRY
22 SYLVAN WAY
PARSIPPANY NJ 07054
Telephone: 9737537352

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter (Letter billable)	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service: UPS 2nd Day Air
Delivered By: End of Day Monday, Nov 28, 2016
Shipping Fees Subtotal: 25.89 USD
Transportation: 22.44 USD
Fuel Surcharge: 1.00 USD
Delivery Area Surcharge- Extended:
Package 1: 2.45 USD

4 Payment Information

Bill Shipping Charges to:

Shipper's Account 22445X

Shipping Charges: 25.89 USD

Negotiated rates were applied to this shipment.

Negotiated Charges: 9.98 USD

Subtotal Shipping Charges: 9.98 USD

Total Charges: 9.98 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

ITEMIZED STATEMENT

Report Date: 21-Nov-2016

As of Date (DD-MMM-YYYY) : 21-Nov-2016
 Customer No : 03039-95895-03-SUP
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included : Yes



Customer No : 03039-95895-03-SUP
 Address : 646 LAKE STREET SOUTH, LONG
 PRAIRIE, MN, 56347-1533, US
 As of Date : 21-Nov-2016

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
NOV-2012	10646075	10/31/2012	GUEST SRVCS TRANSACTION CHARGE		0.00	0.00	7.28	7.28
	10646077	10/31/2012	GUEST SATISFACTION		50.00	0.00	28.00	78.00
	Sub Total:				50.00	0.00	35.28	85.28
FEB-2013	10657531	02/13/2013	GUEST SRVCS TRANSACTION CHARGE		180.00	0.00	106.33	286.33
	10657533	02/13/2013	GUEST SATISFACTION		40.00	0.00	26.70	66.70
	Sub Total:				200.00	0.00	133.03	333.03
APR-2013	10667097	04/17/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	101.76	261.76
	Sub Total:				160.00	0.00	101.76	261.76
MAY-2013	42546793	05/30/2013	Actual-1000A-ROYALTY FEE		943.16	0.00	636.17	1,579.33
	Sub Total:				943.16	0.00	636.17	1,579.33
JUN-2013	10678521	06/19/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	96.72	256.72
	10678741	06/19/2013	GUEST SATISFACTION		60.00	0.00	36.27	96.27
	Sub Total:				220.00	0.00	132.99	352.99
JUL-2013	42609921	07/30/2013	Actual-1000A-ROYALTY FEE		1,315.87	0.00	822.35	2,138.22
	42610050	07/30/2013	Actual-1215A-ADVERTISING		749.52	0.00	491.52	1,241.04

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Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	2,065.39	0.00	1,313.87	3,379.26
AUG-2013	42636182	08/30/2013	Actual-1215A-ADVERTISING		764.14	0.00	434.33	1,198.47
				Sub Total:	764.14	0.00	434.33	1,198.47
SEP-2013	26289899	09/21/2013	WYNREWARDS 5%		253.85	0.00	141.47	395.32
	30839189	09/16/2013	SUPER8 TRAINING		170.00	11.69	101.84	283.53
	42647456	09/29/2013	5715A-HughesNet VSAT		160.00	11.00	94.70	265.70
	42649410	09/29/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	75.69	212.50
	42666188	09/29/2013	Actual-1000A-ROYALTY FEE		1,130.47	0.00	626.02	1,756.49
	42666312	09/28/2013	Actual-1215A-ADVERTISING		678.28	0.00	375.53	1,053.81
				Sub Total:	2,520.61	31.49	1,415.25	3,967.35
OCT-2013	26282588	10/21/2013	WYNREWARDS 5%		237.38	0.00	128.78	366.16
	42679718	10/30/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	73.58	210.39
	42681748	10/30/2013	5715A-HughesNet VSAT		180.00	11.00	92.04	283.04
	42694267	10/30/2013	Actual-1215A-ADVERTISING		504.47	0.00	271.42	775.89
	42694488	10/30/2013	Actual-1000A-ROYALTY FEE		840.79	0.00	452.28	1,293.07
				Sub Total:	1,870.65	19.80	1,018.10	2,908.55
NOV-2013	10709412	11/06/2013	GUEST SATISFACTION		50.00	0.00	26.82	76.82
	10709839	11/06/2013	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	85.52	245.52
	26295355	11/21/2013	WYNREWARDS 5%		265.28	0.00	139.78	405.04
	42708798	11/29/2013	5715A-HughesNet VSAT		160.00	11.00	89.48	280.48
	42709783	11/29/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	71.52	208.33
	42723478	11/29/2013	Actual-1000A-ROYALTY FEE		874.77	0.00	457.50	1,332.27
	42723479	11/29/2013	Actual-1215A-ADVERTISING		524.88	0.00	274.54	799.40
				Sub Total:	2,162.90	19.80	1,145.16	3,327.86
DEC-2013	26298868	12/21/2013	WYNREWARDS 5%		170.87	0.00	87.47	258.34
	42732276	12/30/2013	5096A-WYNGUEST SW MAINT		128.01	8.80	69.40	206.21
	42734080	12/30/2013	5715A-HughesNet VSAT		180.00	11.00	88.83	257.83
	42754528	12/30/2013	Actual-1000A-ROYALTY FEE		686.20	0.00	348.27	1,034.47
	42755326	12/30/2013	Actual-1215A-ADVERTISING		411.72	0.00	208.96	620.68
	TM0432422	12/26/2013	MEMBER BENEFIT COMM		10.30	0.00	5.18	15.48
				Sub Total:	1,587.10	19.80	806.11	2,393.01
JAN-2014	26303280	01/21/2014	WYNREWARDS 5%		157.63	0.00	78.18	235.81
	42762265	01/30/2014	5096A-WYNGUEST SW MAINT		128.01	8.80	67.28	204.09
	42762675	01/30/2014	5715A-HughesNet VSAT		180.00	11.00	84.18	255.18
	42783937	01/30/2014	Actual-1000A-ROYALTY FEE		469.48	0.00	231.00	700.48
	42783940	01/30/2014	Actual-1215A-ADVERTISING		281.69	0.00	138.68	420.37

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
				Sub Total:	1,196.81	19.80	599.32	1,815.93
FEB-2014	26308283	02/21/2014	WYNREWARDS 5%		121.90	0.00	58.66	180.56
	42792396	02/27/2014	5715A-HughesNet VSAT		160.00	11.00	81.79	252.79
	42794734	02/27/2014	5096A-WYNGUEST SW MAINT		128.01	8.80	65.36	202.17
	42810020	02/27/2014	Actual-1000A-ROYALTY FEE		188.61	0.00	90.11	278.72
	42810023	02/27/2014	Actual-1215A-ADVERTISING		113.16	0.00	54.07	167.23
				Sub Total:	711.68	19.80	349.99	1,081.47
MAY-2014	30911300	05/04/2014	Reservation Restriction Log		4,000.00	0.00	1,780.00	5,780.00
				Sub Total:	4,000.00	0.00	1,780.00	5,780.00
JUN-2014	1477257	06/24/2014	GDS & INTERNET BKGS		19.65	0.00	8.13	27.78
	26327395	06/21/2014	WYNREWARDS 5%		425.92	0.00	179.31	605.23
	26328376	06/21/2014	WYNREWARDS BONUS		2.50	0.00	1.10	3.60
	26329021	06/21/2014	WYNREWARDS BONUS		15.00	0.00	6.34	21.34
	TA0477257	06/24/2014	T/A COMMISSIONS		48.01	0.00	20.10	68.11
	TC0477257	06/24/2014	T/A COMM SERVICE CHG		5.73	0.00	2.44	8.17
	TM0477257	06/24/2014	MEMBER BENEFIT COMM		11.68	0.00	4.93	16.61
				Sub Total:	528.49	0.00	222.35	750.84
AUG-2014	10753703	08/06/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	63.66	223.66
	10755161	08/08/2014	GUEST SATISFACTION		45.00	0.00	17.97	62.97
				Sub Total:	205.00	0.00	81.65	286.65
SEP-2014	1496739	09/25/2014	GDS & INTERNET BKGS		62.50	0.00	23.36	85.86
	26344365	09/21/2014	WYNREWARDS BONUS		25.00	0.00	9.43	34.43
	26344618	09/21/2014	WYNREWARDS 5%		346.66	0.00	129.98	476.64
	TA0496739	09/25/2014	T/A COMMISSIONS		127.48	0.00	47.57	175.05
	TC0496739	09/25/2014	T/A COMM SERVICE CHG		21.68	0.00	8.15	29.83
	TM0496739	09/25/2014	MEMBER BENEFIT COMM		50.36	0.00	18.63	68.99
	TR0496739	09/25/2014	TMC / CONSORTIA		32.41	0.00	12.10	44.51
				Sub Total:	666.11	0.00	249.42	915.53
OCT-2014	10770478	10/08/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	58.64	218.64
	10771067	10/08/2014	GUEST SATISFACTION		168.24	0.00	61.66	229.90
	26349884	10/21/2014	WYNREWARDS BONUS		10.00	0.00	3.67	13.67
	26351301	10/21/2014	WYNREWARDS BONUS		5.00	0.00	1.86	6.86
	30983180	10/18/2014	GLOBAL CONFERENCE		1,049.00	0.00	308.96	1,357.96
				Sub Total:	1,392.24	0.00	434.79	1,827.03

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
NOV-2014	1509159	11/19/2014	GDS & INTERNET BKGS		19.85	0.00	6.89	26.34
	26354689	11/21/2014	WYNREWARDS BONUS		5.00	0.00	1.78	6.78
	26355872	11/21/2014	WYNREWARDS BONUS		2.50	0.00	0.90	3.40
	26356081	11/21/2014	WYNREWARDS 5%		311.91	0.00	107.41	419.32
	43044982	11/29/2014	5096A-WYNGUEST SW MAINT		131.85	9.08	47.90	188.81
	43048331	11/29/2014	5715A-HughesNet VSAT		180.00	11.00	58.27	229.27
	43069664	11/29/2014	Actual-1000A-ROYALTY FEE		741.12	0.00	252.76	993.88
	43069665	11/29/2014	Actual-1215A-ADVERTISING		444.67	0.00	151.59	596.26
	TA0509159	11/19/2014	T/A COMMISSIONS		29.08	0.00	10.08	39.16
	TC0509159	11/19/2014	T/A COMM SERVICE CHG		5.52	0.00	1.93	7.45
	TM0509159	11/19/2014	MEMBER BENEFIT COMM		40.80	0.00	14.05	54.85
	TR0509159	11/19/2014	TMC / CONSORTIA		45.44	0.00	15.86	61.10
	Sub Total:				1,937.34	20.06	669.02	2,626.42
DEC-2014	10782630	12/16/2014	GUEST SATISFACTION		158.88	0.00	52.69	211.57
	10782968	12/16/2014	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	53.12	213.12
	1521818	12/29/2014	GDS & INTERNET BKGS		12.10	0.00	3.95	16.05
	26361485	12/21/2014	WYNREWARDS 5%		380.92	0.00	125.43	506.35
	43074837	12/30/2014	5715A-HughesNet VSAT		180.00	11.00	55.82	226.82
	43075201	12/30/2014	5096A-WYNGUEST SW MAINT		131.85	9.08	45.72	186.63
	43096976	12/30/2014	Actual-1000A-ROYALTY FEE		649.98	0.00	211.36	861.34
	43097139	12/30/2014	Actual-1215A-ADVERTISING		389.99	0.00	126.80	516.79
	TA0515631	12/16/2014	T/A COMMISSIONS		75.18	0.00	25.01	100.19
	TA0521818	12/29/2014	T/A COMMISSIONS		43.49	0.00	14.11	57.60
	TC0521818	12/29/2014	T/A COMM SERVICE CHG		5.58	0.00	1.81	7.39
	TM0515631	12/16/2014	MEMBER BENEFIT COMM		25.86	0.00	8.57	34.43
	TM0521818	12/29/2014	MEMBER BENEFIT COMM		30.75	0.00	10.03	40.78
	Sub Total:				2,224.58	20.06	734.22	2,978.86
JAN-2015	1528419	01/25/2015	GDS & INTERNET BKGS		23.20	0.00	7.26	30.46
	26367599	01/21/2015	WYNREWARDS 5%		250.45	0.00	78.85	329.10
	43101980	01/30/2015	5715A-HughesNet VSAT		180.00	11.80	53.17	224.97
	43102953	01/30/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	43.74	185.30
	43127937	01/30/2015	Actual-1000A-ROYALTY FEE		369.70	0.00	114.52	484.22
	43127938	01/30/2015	Actual-1215A-ADVERTISING		221.82	0.00	68.73	290.55
	TA0528419	01/25/2015	T/A COMMISSIONS		32.34	0.00	10.13	42.47
	TC0528419	01/25/2015	T/A COMM SERVICE CHG		2.74	0.00	0.82	3.56
	TR0528419	01/25/2015	TMC / CONSORTIA		2.03	0.00	0.61	2.64
	Sub Total:				1,194.13	21.51	377.63	1,593.27
FEB-2015	26372866	02/21/2015	WYNREWARDS 5%		116.80	0.00	34.84	151.64
	43130423	02/27/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	41.78	183.32
	43131438	02/27/2015	5715A-HughesNet VSAT		180.00	11.80	50.76	222.56
	43154472	02/27/2015	Actual-1000A-ROYALTY FEE		513.58	0.00	151.74	665.33
	43154473	02/27/2015	Actual-1215A-ADVERTISING		308.15	0.00	91.07	399.22
Sub Total:					1,230.39	21.51	370.17	1,622.07

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
MAR-2015	26378642	03/21/2015	WYNREWARDS 5%		80.83	0.00	22.95	103.58
	43157990	03/30/2015	5715A-HughesNet VSAT		180.00	11.80	48.10	219.90
	43159869	03/30/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	39.67	181.13
	43183369	03/30/2015	Actual-1000A-ROYALTY FEE		464.19	0.00	129.20	593.39
	43183370	03/30/2015	Actual-1215A-ADVERTISING		278.61	0.00	77.59	356.10
Sub Total:					1,115.18	21.51	317.41	1,454.10
APR-2015	26386055	04/21/2015	WYNREWARDS 5%		240.43	0.00	64.73	305.16
	31017680	04/29/2015	HUGHESNET DECOMMISSION FEES		326.00	0.00	86.38	412.38
	43188839	04/29/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	37.45	179.01
	43187318	04/29/2015	5715A-HughesNet VSAT		180.00	11.80	45.52	217.32
	43209687	04/29/2015	Actual-1000A-ROYALTY FEE		468.84	0.00	124.00	592.84
Sub Total:					1,608.43	21.51	432.48	2,082.42
MAY-2015	26392071	05/21/2015	WYNREWARDS 5%		228.53	0.00	57.52	284.05
	43213202	05/30/2015	5096A-WYNGUEST SW MAINT		131.85	9.71	35.26	176.82
	43237031	05/30/2015	Actual-1215A-ADVERTISING		611.00	0.00	152.48	763.48
	43239305	05/30/2015	Actual-1000A-ROYALTY FEE		1,018.34	0.00	254.07	1,272.41
Sub Total:					1,987.72	9.71	499.33	2,496.76
JUN-2015	26398750	06/21/2015	WYNREWARDS 5%		468.60	0.00	111.74	580.34
	31033738	06/29/2015	TMC RADIUS CREDIT		-11.55	0.00	0.00	-11.55
	43240870	06/29/2015	5096A-WYNGUEST SW MAINT		131.83	9.71	33.14	174.68
	43265700	06/29/2015	Actual-1000A-ROYALTY FEE		1,998.25	0.00	488.10	2,486.35
	43265886	06/29/2015	Actual-1215A-ADVERTISING		1,197.75	0.00	280.93	1,478.68
Sub Total:					3,782.88	9.71	893.91	4,686.50
JUL-2015	26404023	07/21/2015	WYNREWARDS 5%		338.55	0.00	75.70	414.25
	43288985	07/30/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	31.93	177.73
	43293365	07/30/2015	Actual-1000A-ROYALTY FEE		2,246.15	0.00	494.56	2,740.71
	43293366	07/30/2015	Actual-1215A-ADVERTISING		1,347.69	0.00	296.72	1,644.41
Sub Total:					4,068.19	10.00	898.91	4,977.10
AUG-2015	26415612	08/21/2015	WYNREWARDS 5%		258.34	0.00	53.72	312.06
	43298640	08/30/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	29.67	175.47
	43320354	08/30/2015	Actual-1000A-ROYALTY FEE		1,731.95	0.00	352.88	2,084.83
	43320356	08/30/2015	Actual-1215A-ADVERTISING		1,039.17	0.00	211.73	1,250.90
Sub Total:					3,165.26	10.00	648.00	3,823.26
SEP-2015	100235	09/29/2015	RETRAINFEE-SEP2015-0		250.00	0.00	47.17	297.17
	26423203	09/21/2015	WR FREE ENROLLMENTS		-4.25	0.00	0.00	-4.25

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	26423204	09/21/2015	WYNREWARDS 5%		198.00	0.00	37.74	233.74
	31063781	09/28/2015	SUPER8 TRAINING		170.00	12.53	34.52	217.05
	43323614	09/29/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	27.48	173.28
	43345904	09/29/2015	Actual-1000A-ROYALTY FEE		1,534.00	0.00	286.96	1,820.96
	43345905	09/29/2015	Actual-1215A-ADVERTISING		920.40	0.00	172.19	1,092.59
			Sub Total:		3,201.95	22.53	606.06	3,830.54
OCT-2015	101669	10/30/2015	RETRAINFEE-OCT2015-1		250.00	0.00	43.29	293.29
	26427161	10/21/2015	WYNREWARDS BONUS		10.00	0.00	1.82	11.82
	26433939	10/21/2015	WR FREE ENROLLMENTS		-18.00	0.00	0.00	-18.00
	26433940	10/21/2015	WYNREWARDS 5%		133.20	0.00	23.82	156.82
	43352853	10/30/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	25.23	171.03
	43373583	10/30/2015	Actual-1215A-ADVERTISING		1,435.08	0.00	248.26	1,683.34
	43374501	10/30/2015	Actual-1000A-ROYALTY FEE		2,391.80	0.00	413.77	2,805.57
	TM0591148	10/18/2015	MEMBER BENEFIT COMM		16.48	0.00	2.99	19.47
			Sub Total:		4,356.36	10.00	758.98	5,125.34
NOV-2015	102023	11/29/2015	RETRAINFEE-NOV2015-0		250.00	0.00	39.54	289.54
	26440475	11/21/2015	WYNREWARDS BONUS		238.80	0.00	38.87	277.27
	43380055	11/29/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	23.04	168.84
	43400701	11/29/2015	Actual-1000A-ROYALTY FEE		1,607.35	0.00	253.29	1,860.64
	43400704	11/29/2015	Actual-1215A-ADVERTISING		964.41	0.00	152.01	1,116.42
			Sub Total:		3,196.16	10.00	506.55	3,712.71
DEC-2015	103331	12/30/2015	RETRAINFEE-DEC2015-0		250.00	0.00	35.66	285.66
	10860309	12/08/2015	GUEST SATISFACTION		77.35	0.00	11.88	89.23
	10860529	12/08/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	24.56	184.56
	10883273	12/29/2015	GUEST SATISFACTION		87.30	0.00	12.47	99.77
	10883523	12/29/2015	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	22.88	182.88
	26452062	12/21/2015	WYNREWARDS 5%		164.55	0.00	24.20	188.75
	43405327	12/30/2015	5096A-WYNGUEST SW MAINT		135.80	10.00	20.78	166.58
	43426981	12/30/2015	Actual-1000A-ROYALTY FEE		1,535.85	0.00	220.14	1,755.99
	43426982	12/30/2015	Actual-1215A-ADVERTISING		921.51	0.00	132.06	1,053.57
			Sub Total:		3,492.36	10.00	504.63	4,006.99
JAN-2016	104212	01/30/2016	RETRAINFEE-JAN2016-0		250.00	0.00	31.78	281.78
	26480275	01/21/2016	WYNREWARDS 5%		27.00	0.00	3.57	30.57
	43433802	01/30/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	18.53	164.33
	43455235	01/30/2016	Actual-1215A-ADVERTISING		291.18	0.00	36.97	328.15
	43455236	01/30/2016	Actual-1000A-ROYALTY FEE		485.30	0.00	61.62	546.92
			Sub Total:		1,189.28	10.00	152.47	1,351.75
FEB-2016	104806	02/28/2016	RETRAINFEE-FEB2016-0		250.00	0.00	28.15	278.15
	26472014	02/21/2016	WYNREWARDS 5%		87.60	0.00	10.16	97.76

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
	31112485	02/04/2016	AHLA FEE		48.00	0.00	0.00	48.00
	43459665	02/28/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	16.41	182.21
	43481481	02/28/2016	Actual-1000A-ROYALTY FEE		198.05	0.00	21.32	217.37
	43481469	02/28/2016	Actual-1215A-ADVERTISING		117.63	0.00	12.77	130.40
			Sub Total:		835.08	10.00	88.81	933.89
MAR-2016	105503	03/30/2016	RETRAINFEE-MAR2016-0		250.00	0.00	24.27	274.27
	26474561	03/21/2016	WYNREWARDS 5%		71.70	0.00	7.28	78.98
	31124926	03/09/2016	OMEGA PROGRAM		5.00	0.36	0.56	5.92
	43488582	03/30/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	14.15	159.95
	43506814	03/30/2016	Actual-1000A-ROYALTY FEE		335.90	0.00	32.30	368.20
	43506815	03/30/2016	Actual-1215A-ADVERTISING		201.54	0.00	19.35	220.89
			Sub Total:		998.94	10.36	97.91	1,108.21
APR-2016	106210	04/29/2016	RETRAINFEE-APR2016-0		250.00	0.00	20.52	270.52
	26486329	04/21/2016	WYNREWARDS 5%		433.45	0.00	37.28	470.73
	31139977	04/05/2016	GLOBAL CONFERENCE		1,148.00	0.00	35.05	1,184.05
	43513370	04/29/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	11.96	157.78
	43533117	04/29/2016	Actual-1000A-ROYALTY FEE		778.90	0.00	83.85	842.75
	43533118	04/29/2016	Actual-1215A-ADVERTISING		467.34	0.00	38.31	505.65
			Sub Total:		3,214.49	10.00	206.97	3,431.46
MAY-2016	108951	05/30/2016	RETRAINFEE-MAY2016-1		250.00	0.00	16.64	266.64
	26494080	05/21/2016	WR FREE ENROLLMENTS		-3.25	0.00	0.00	-3.25
	26494081	05/21/2016	WYNREWARDS 5%		280.28	0.00	19.88	300.16
	43539857	05/30/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	9.70	155.50
	43580679	05/30/2016	Actual-1000A-ROYALTY FEE		1,129.10	0.00	75.15	1,204.25
	43580680	05/30/2016	Actual-1215A-ADVERTISING		677.46	0.00	45.09	722.55
			Sub Total:		2,469.39	10.00	166.46	2,645.85
JUN-2016	107945	06/29/2016	RETRAINFEE-JUN2016-0		250.00	0.00	12.89	262.89
	26507004	06/21/2016	WYNREWARDS 5%		454.58	0.00	25.24	479.80
	43569834	06/29/2016	5096A-WYNGUEST SW MAINT		135.85	10.00	7.51	153.36
	43586667	06/29/2016	Actual-1000A-ROYALTY FEE		1,003.20	0.00	51.67	1,054.87
	43586668	06/29/2016	Actual-1215A-ADVERTISING		601.92	0.00	31.00	632.92
			Sub Total:		2,445.53	10.00	128.31	2,583.84
JUL-2016	108666	07/30/2016	RETRAINFEE-JUL2016-0		250.00	0.00	9.01	259.01
	26520155	07/21/2016	WYNREWARDS 5%		389.70	0.00	15.79	405.49
	43598443	07/30/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	5.25	151.05
	43615248	07/30/2016	Actual-1000A-ROYALTY FEE		1,088.95	0.00	39.55	1,138.50
	43615249	07/30/2016	Actual-1215A-ADVERTISING		659.37	0.00	23.74	683.11
			Sub Total:		2,533.82	10.00	93.34	2,637.16

Mon-Year	Invoice No.	Invoice Date	Description	Accrued	Billing	Amount Tax	Finance Charges	Total
AUG-2016	109123	08/30/2016	RETRAINFEE-AUG2016-1		250.00	0.00	5.13	255.13
	26528460	08/21/2016	WR FREE ENROLLMENTS		-22.75	0.00	0.00	-22.75
	26528461	08/21/2016	WYNREWARDS 5%		376.99	0.00	9.42	386.41
	43622634	08/30/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	2.99	148.79
	43638549	08/30/2016	Accrual-1215A-ADVERTISING	*	517.95	0.00	10.62	528.57
	43638550	08/30/2016	Accrual-1000A-ROYALTY FEE	*	863.25	0.00	17.70	880.95
Sub Total:					2,121.24	10.00	45.86	2,177.10
SEP-2016	10904387	09/07/2016	WR GUEST SATISFACTION		11.54	0.00	0.19	11.73
	10905274	09/07/2016	GUEST SRVCS TRANSACTION CHARGE		160.00	0.00	2.64	162.64
	110426	09/29/2016	RETRAINFEE-SEP2016-0		250.00	0.00	1.38	251.38
	26538581	09/21/2016	WR FREE ENROLLMENTS		-3.80	0.00	0.00	-3.80
	26538582	09/21/2016	WYNREWARDS 5%		284.65	0.00	2.70	287.35
	31199834	09/20/2016	SUPER8 TRAINING		180.00	13.27	1.93	195.20
	43645931	09/29/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	0.80	146.60
	43668642	09/29/2016	Accrual-1215A-ADVERTISING	*	549.57	0.00	3.02	552.59
	43668760	09/29/2016	Accrual-1000A-ROYALTY FEE	*	915.95	0.00	5.04	920.99
Sub Total:					2,483.71	23.27	17.70	2,524.68
OCT-2016	110483	10/30/2016	RETRAINFEE-OCT2016-0		250.00	0.00	0.00	250.00
	26550097	10/21/2016	WYNREWARDS BONUS		5.00	0.00	0.00	5.00
	26550182	10/21/2016	WYNREWARDS 5%		512.55	0.00	0.00	512.55
	43673507	10/30/2016	5096A-WYNGUEST SW MAINT		135.80	10.00	0.00	145.80
	43690267	10/30/2016	Accrual-1000A-ROYALTY FEE	*	1,466.50	0.00	0.00	1,466.50
	43690275	10/30/2016	Accrual-1215A-ADVERTISING	*	879.90	0.00	0.00	879.90
Sub Total:					3,249.75	10.00	0.00	3,259.75
Grand Total:					79,327.44	462.23	20,104.70	99,894.37

Requested By: Karen Curry

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.